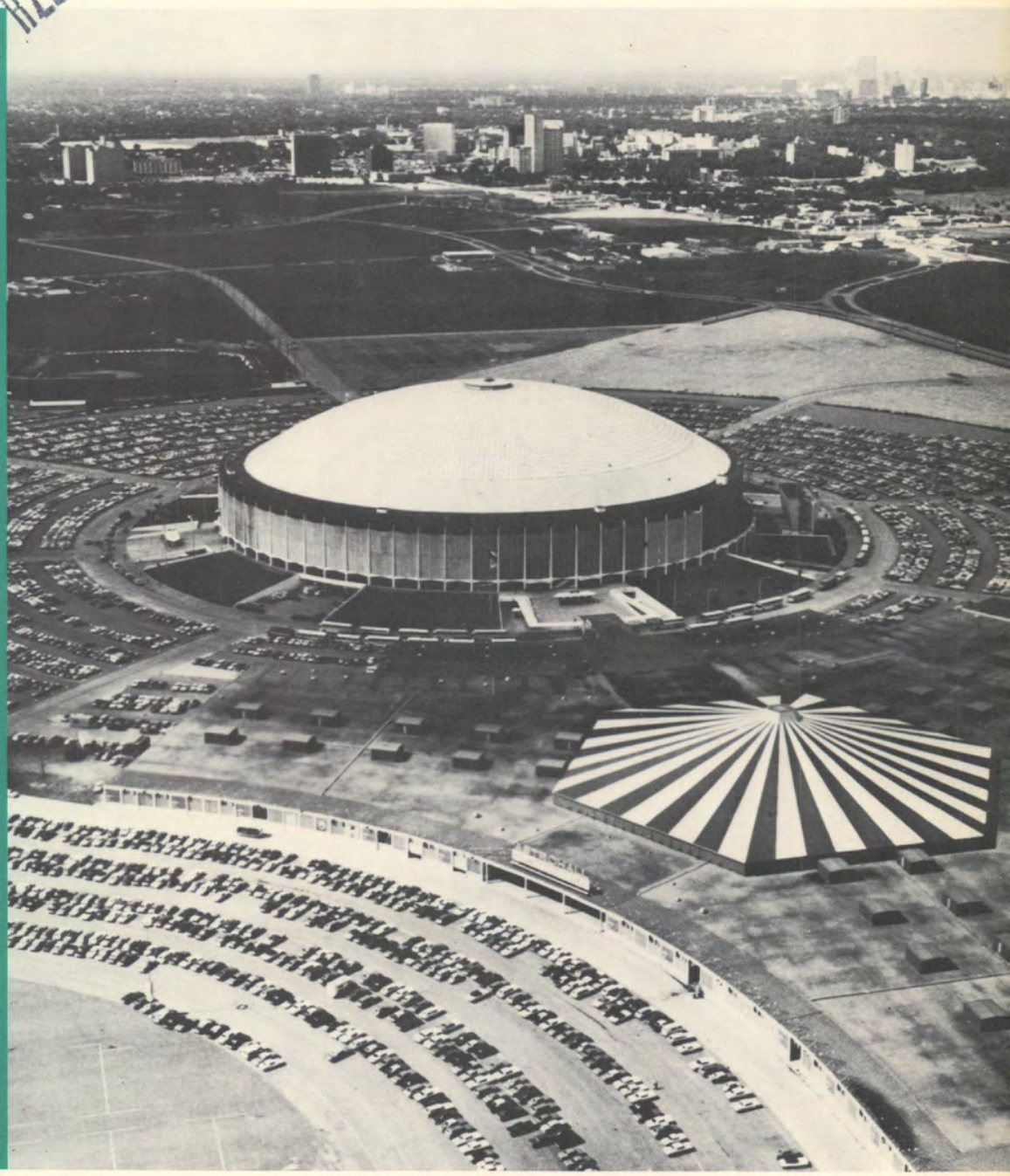
Title News

the official publication of the American Land Title Association



Houston's Astroworld: 1972 Annual Convention Site

July, 1972

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

JUNE, 1972

Three hundred fifty years ago, what is now the United States of America was uninhabited except for the pilgrims in New England and a number of Indian tribes, some nomadic, some well settled, but whose territorial boundaries have left little or no impression.

Today we are approaching a million people for each of those years and each person either has an interest or a potential interest in any given precisely described parcel of land. The quantity of land has not increased but the complexity of interest, multiplicity of transfers and proliferation of small parcels has created a correspondingly complex and important land title industry. Through hard work by generations of titlemen, imagination, and heavy investment in search plants, the land title industry has maintained its capability and has rendered continuous good service to the public for many many years, all with a minimum of governmental regulation.

It is now certain that increased regulation by both state and federal governments is imminent. While we may not wish it, we must learn to live with it—not through abject surrender but through the same cooperation and imagination that is traditional with titlemen.

Sincerely,

James A. Gray

James A. Gray

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

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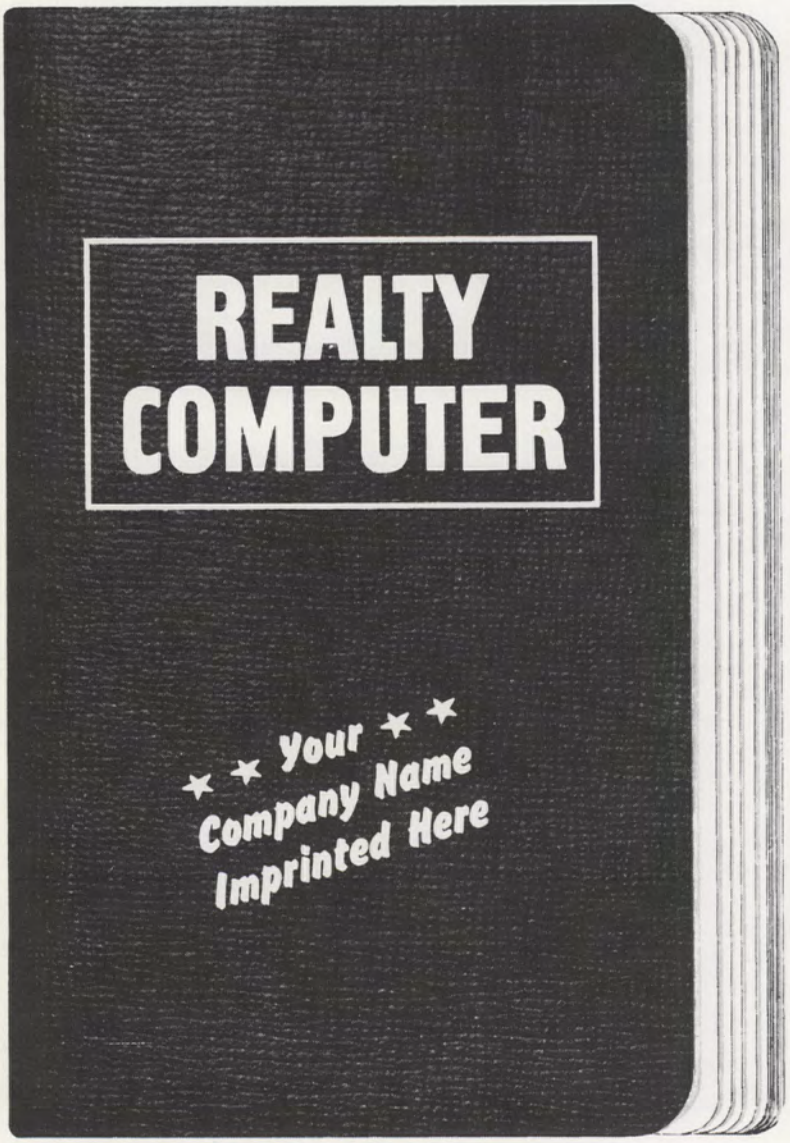

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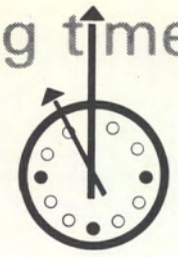
meeting timetable



July 6-8, 1972
New Jersey Land Title Insurance Association
Seaview Country Club
Absecon, New Jersey

August 9-12, 1972
New York State Land Title Association
The Greenbrier
White Sulphur Springs, West Virginia

August 10-12, 1972
Montana Land Title Association
Holiday Inn
Bozeman, Montana

August 24-26, 1972
Minnesota Land Title Association
Winona, Minnesota

September 8-9, 1972
Kansas Land Title Association
Ramada Inn
Topeka, Kansas

September 15-16, 1972
Nevada Land Title Association
Stockmans Hotel
Elko, Nevada

September 15-16, 1972
North Dakota Title Association
Townhouse Motel
Fargo, North Dakota

September 15-17, 1972
Missouri Land Title Association
Stouffer's Riverfront Inn
St. Louis, Missouri

September 20-22, 1972
Wisconsin Title Association
Lakelawn Lodge
Delavan, Wisconsin

September 21-23, 1972
Ohio Land Title Association
Cincinnati, Ohio

September 23, 1972
Nebraska Land Title Association
Holiday Inn
Kearney, Nebraska

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

October 25-29, 1972
Florida Land Title Association
King's Inn
Freeport, Grand Bahamas

October 29-31, 1972
Indiana Land Title Association
Indianapolis Hilton
Indianapolis, Indiana

November 3-4, 1972
Land Title Association of Arizona
Tucson, Arizona

December 6, 1972
Louisiana Land Title Association
Royal Orleans
New Orleans, Louisiana

November 9-10, 1972
Dixie Land Title Association
Desota Hilton Hotel
Savannah, Georgia

1973

March 13-16, 1973
ALTA Mid-Winter Conference
Del Webb's TowneHouse
Phoenix, Arizona

September 30 - October 4, 1973
ALTA Annual Convention
Century Plaza
Los Angeles, California

Title News

the official publication of the American Land Title Association

Features

Departments

ON THE COVER: The spectacular Astroworld entertainment and lodging complex—including the famed Astrodome stadium—is the site in Houston for ALTA's 1972 Annual Convention October 1-4. Plan now to attend.

VOLUME 51, NUMBER 7, 1972

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

The Role of Title Insurance In Industrial Development

Marvin C. Bowling, Jr., Counsel
Lawyers Title Insurance Corporation

(Editor's note: This article is adapted from a talk presented before the Associates of the Society of Industrial Realtors and recently appeared in *Lawyers Title News*.)

* * *

I appreciate very much the opportunity to talk with you about the role the title insurer plays in the development of land for industrial purposes. The expansion of our economy through the acquisition of real estate and the construction of industrial improvements has been important to any business enterprise and the title insurer realizes that he must stand ready to offer his service and protection to industry. Therefore, your methods, procedures, and problems in utilizing land have occupied our attention for some time.

First, let us review some basic concepts of the protection and service furnished by the title insurer to an industrial company that is acquiring land. In selecting a site for establishing an industrial facility, many criteria must be met—size and topography, geographical location, labor market, proximity to highways and rail lines, and many others. Of utmost importance, however, is the quality of the title to the real estate that may be vested in the company. Actually, it is the status of the title that determines whether the company may use the property for the purposes it intends. Can a title be acquired which is free of liens, defects, and encumbrances to the extent that the company should invest large sums of money in acquiring the land and constructing expensive improvements?

It, therefore, becomes necessary to determine that the seller can convey a good, marketable title free of unacceptable defects, liens, and encumbrances.

Let's take an example. The Gizmo Rivet Company, a New York corporation, wants to assemble several tracts of land in South Carolina for the erection of a rivet plant. In purchasing these tracts, Gizmo's real estate department knows very little about the owners of the property, the title to the tracts, the real estate laws of South Carolina, or the ability of the local lawyer and surveyor it must rely upon.

This is where a national title insurance company can render an important service to the industrial company. Gizmo in New York can place an order for an interim title insurance binder on the tracts involved, with the title company's New York office. The title insurer then contacts a South Carolina lawyer on the company's approved list—a lawyer known through experience to be an expert on real estate law—and requests him to examine and certify the title.

The question may arise as to why Gizmo couldn't rely on the attorney's certificate without a title policy. There are a number of ways in which title insurance furnishes assurances which an attorney cannot give and should not be expected to give.

There is the matter of responsibility for errors in examinations and certification. The attorney is legally responsible only if he is grossly negligent. The title insurer is responsible for missed defects in title whether or not through negligence.

Also, the attorney is responsible only for defects and encumbrances appearing of record. Our Legal Department has compiled a list of 54 defects in title which a policy covers but which do not appear of record—fraud, forgery, missing heirs, impersonation, etc.

The attorney's responsibility for his opinion dies with him; the title insurance corporation's liability lives on. Also, the financial status of the large title insurance corporation in connection with a sizable transaction as compared with the average attorney's is important.

But back to Gizmo's project. The approved attorney examines the title, obtains a survey, and sends it with his certificate to the local office of the title insurer. At this point, Gizmo receives the added protection of a review of the title and the survey by an experienced title insurer, who will call attention to any defects in the title, make requirements for the proper transfer of title, and work with the attorney and Gizmo's real estate department to iron out any title problems.

Based on the interim binder, the transaction can be closed and a title policy issued. This is a very basic run-down of how a title insurer can be involved in an acquisition.

Policy Forms

It seems to me that the title insurer's role is that of service and protection. Protection is furnished through the issuance of its title insurance policy. The basic forms now used by the vast majority of companies throughout the country (except in Texas where the Insurance Department requires a special form) are the American Land Title Association standard forms—one for owners and one for mortgage lenders. I believe you would be particularly interested in the owner's form. There are two: Form A is a nonmarketable form; Form B insures against unmarketability of title.

The ALTA standard owner's policy no longer includes a so-called coinsurance clause which limited the title insurer's liability if the owner did not obtain insurance in an amount to cover improvements constructed after the date of the policy. However, I do strongly recommend that the amount of the owner's policy be the aggregate of the value of the land and the estimated cost of construction of contemplated improvements in order that the insured have full protection during and after construction.

An owner's policy must be issued in an amount equal to—not less than—the value of the land (including any existing improvements) at the date of the policy. The title company should not be expected to issue partial insurance.

This policy form states the type of estate vested in the insured and describes the land insured. This description should be the one that appears in the deed vesting title in the insured. The policy can insure title to easements appurtenant over adjoining lands to public streets or rights in party walls if valid title thereto is conveyed by the insured deed.

The policy is silent with respect to matters of survey but if a current, as built, plat is furnished and no type of survey exception is made, the policy insures against defects and encumbrances on the title which arise due to physical matters which would be disclosed by an accurate survey and inspection of the premises—encroachments, disputed boundary lines, etc.

The owner's policy insures against loss, including attorney's fees, by reason of the title being vested other than as shown in the policy and by reason of any defect, lien, or encumbrance on the title not specifically excepted to in the policy.

The policy then insures against loss due to lack of a right of access to and from the land. This means that the owner is not landlocked and has at least one means of access to his property. For example, the policy would protect against the property being located on a nonaccess highway with no other means of access. If the property is not located on any public road, the policy would insure against loss in the event there is no private easement of access, unless a specific exception is made.

The policy then insures against loss on account of unmarketability of title. If the insured owner attempts to sell, lease, or mortgage the land and is turned down because of a defect insured against, the title insurer must clear up the problem or indemnify the insured for his loss.

As does any insurance policy, the title policy contains some exclusions from coverage. The first relates to zoning ordinances. The title insurance industry has felt that it should not be responsible for violations of zoning requirements. In many areas it is difficult to determine what zoning ordinances are applicable, how they should be interpreted, and whether the use of the premises is in compliance. The insured can generally better determine whether he is in compliance than the title company.

The second exclusion is to rights of eminent domain and "police power" unless the exercise of such rights appears in the public records. So the policy does protect against condemnation if notice is in the public records.

The third and last exclusion covers miscellaneous matters such as defects created by the insured, unrecorded defects known to the insured but not known to the title insurer, defects arising subsequent to the date of the policy, and loss sustained because the insured was not a purchaser for value.

The Conditions and Stipulations contain definitions, cover the procedures for payments of claims, etc. One important provision is the statement that the policy continues to protect the insured on warranties of title he may include in his deed when he sells.

The owner's policy can be used to insure any interest in land including fee simple title and easements and leases.

Leasehold Title

The insurance of leasehold titles has been of especial interest in recent years. There have been questions raised by both customers and title insurance people as to the proper amount of a leasehold policy and what damages the title company would be responsible for, especially in the event of eviction.

In insuring title to ownership of an interest in land, other than leasehold, the amount of the loss suffered by the insured can be calculated on the basis of the value of that interest more easily than on a leasehold estate because the value of the former can be appraised at fair market value of the insured's interest.

On the other hand, the value of a leasehold estate is difficult to determine because the insured does not have an interest that can readily be given a fair market value but rather a right to *use* the property for a term of years. The value of this right is extremely difficult

to determine. Also, the insured will have received the use of the land for the rent paid and in the event of title failure will lose only the right of future use for which, aside from any payment for use to the true owner, he will ordinarily not be obligated to pay. We are, therefore, confronted with this question: What *will be* the insured's loss in the *future* if he cannot use the land as contracted for in the lease?

What criteria, then, should be used to determine the value of a leasehold estate? We have issued policies for the aggregate amount of the rentals payable, a figure quite high in a long-term lease. We have used assessment for taxation or value of the land and improvements. None of these has been entirely satisfactory.

It has come to our attention that there is a body of law involving condemnation awards, when lessees are paid separately from landlords, that values the leasehold estate as the excess if any, of the fair rental value of the property over actual rent contracted to be paid for the remaining term of the lease. For example, if the court finds that fair rent is $5,000 a year but the tenant is required to pay only $4,000 a year for the 10 years remaining in the lease term, it may award $10,000 to the tenant, since, because of the condemnation, he is losing a bargain of $1,000 a year for 10 years.

There is also the question of possible loss of use of buildings which the tenant is not leasing but which he owns, having purchased them or constructed them at his own expense. The tenant may also suffer additional damages due to eviction, such as the cost of transporting movable equipment to another location and rent he may have to pay to the true owner of the property.

The Standard Title Insurance Forms Committee of the American Land Title Association is now working on a proposed leasehold policy which may more clearly define the liability of the title insurer to a lessee-insured. Consideration is being given to the possibility of setting forth a method of determining the value of the leasehold estate and liability of the insurer in the event the lessee-insured is evicted because of a title defect insured against by the policy.

Insured Closing Service

I have been talking about the protection furnished by the title insurer to industry through the issuance of its owner's policy. Another form of protection is furnished through the issuance of the Insured Closing Service letter. In furnishing this protection (without charge, I might add) the title company insures that in connection with the closing of sale transactions, the title insurer's policy issuing agent or approved attorney will follow the closing instructions of the purchaser and indemnifies against loss due to fraud or dishonesty of the issuing agent or approved attorney. The issuing agent (that is, agents authorized to issue the company's policies) and approved attorneys are not agents of the title company in handling closings but the title insurer furnishes this valuable protection through the issuance of its Insured Closing Service letter.

Employee Transfer Programs

Another service performed by title insurance companies for industry is assisting in a company's employee transfer program. This involves the obtaining of a title examination and survey of the transferred employee's house by the title company and the issuing of an interim binder in favor of the employer, which may stay open until a purchaser is found and a policy issued to him. The binder protects the employer if it must take title from its employee. Of course, any closings or recording of documents may be handled by the company, its approved attorney, or agent.

There have been instances in which the title company took title to the house as nominee for the employer while a purchaser was being sought. Of course, there are services which the title company is not set up to perform, such as maintenance of the premises, but it can assist in any title transferring procedures and furnishes these services for a moderate charge.

Waterfront Properties

I will now turn to an item of current interest relating to the diminution of the rights of private owners of waterfront properties. We have long been familiar with the claim of ownership by the States of property lying beneath tidal waters. Some States assert title below low-water mark, some below high-water mark. In insuring title below high-water mark we must determine that the State has by grant or statute divested itself of title to any area below that level.

However, although it may be determined that the upland owner has title below high-water mark, exceptions must be made in the policy to the rights of the United States, the State, and the public in and to these areas. The United States may, in the interest of commerce and navigation, control the use of any property lying below the high-water mark of navigable waters, including that which has been artificially filled. Even though such filling has been done after obtaining a permit from the Corps of Army Engineers, such permit is revocable and the United States may require the removal of the fill and any structures built thereon without paying compensation. I might state in passing that it now appears that the granting of a permit to fill may be denied solely on the grounds of a possible adverse effect on the ecology of the area.

The new aspect of the problem relating to water areas is the growing rights and claims of the States and the public to areas adjoining waters. An example of the rights of the public in these areas are the twin cases of *Gion* v. *City of Santa Cruz, Dietz* v. *King*, 456 P.2d. 50, decided by the Supreme Court of California in 1970. In the Gion case, vacant land lay between a street and the ocean. The public had for many years used part of the property for parking and part as a beach for swimming, fishing, and picnicking. The city had improved the parking lot and maintained the land to prevent erosion. The city sued the owner asserting that the public had an easement on the property for recreational purposes.

In the Dietz case, Dietz sued on behalf of the public to enjoin the owner from blocking a road which led to the owner's beach. The road had been used by the public for access for over 100 years.

In both cases some attempt had been made to exclude the public, such as putting up signs and blocking the road with a log.

The court held that this extended use of the property by the public for more than five years had created an implied dedication to the public of a permanent recreational easement. Permitting the

Continued on page 12

An employee of Waukesha Title Company, Inc., Waukesha, Wis., one of the ALTA member concerns visited during a recent "Operation Grassroots" trip, checks the records.

'Grassroots' Visits Nebraska, Lake States

Michael B. Goodin

ALTA Director of Research

ALTA members interviewed by this writer during an early May "Operation Grassroots" trip to Nebraska, Wisconsin, Michigan and Indiana recommend continued emphasis on what they consider the foremost responsibility of the Association—serving as a "watchdog" on federal legislative and regulatory activity affecting the land title industry. These members said they generally are satisfied with Association efforts in the federal liaison area.

This midwest segment of the "Grassroots" program included visits to the offices of 16 member companies. In some cases, joint interviews were conducted that included other members located in the general area of the office visited.

The "Operation Grassroots" program—designed to develop insight into industry practices, needs, and trends, and obtain member reaction to ALTA programs, all as viewed at the local level—includes ALTA staff visits to Association members in 19 states during the last 30 months.

Member companies visited on the most recent "Grassroots" trip are: Fidelity Title Insurance Co., Omaha, Neb.; Nebraska Title Co., Lincoln, Neb.; Thomas Walling Co., Plattsmouth, Neb.; Fond du Lac County Abstract Co., and Title and Abstract Co., Fond du Lac, Wis.; Schmitt Abstract and Title Co., Inc., Oshkosh, Wis.; Outagamie Abstract & Title Co., Inc., Appleton, Wis.; Dane County Title Co., Madison, Wis.; Waukesha Title Co., Inc., Waukesha, Wis.; Berrien County Abstract & Title Co., Inc., St. Joseph, Mich.; Benton Harbor Abstract & Title Co., Benton Harbor, Mich.; Rowland Title Co., Inc., Anderson, Ind.; Wainwright Abstract Co., Inc., and Noblesville Title & Abstract Co., Noblesville, Ind.; Boone County Abstract Co., Inc., Lebanon, Ind.; and Security Abstract & Title Co., Inc., Crawfordsville, Ind.

Members in all midwest states visited agree that *Capital Comment, Title News,* special information mailings from ALTA, and reports of Association officers attending affiliated association meetings are significant aids in keeping them abreast of recent developments.

Of specific concern to abstracter-agent members interviewed is the current regulatory endeavor by HUD and VA to establish allowable settlement

JOSEPH McNAMARA
Fidelity Title
Omaha, Neb.

RAY FROHN
Nebraska Title
Lincoln, Neb.

RICHARD JOHNSON
Nebraska Title
Lincoln, Neb.

DONALD BELL
Thos. Walling Co.
Plattsmouth, Neb.

JOHN ONDRASEK
ALFRED FREIBURG
Fond du Lac County Abstract
Fond du Lac, Wis.

cost maximums for HUD and VA insured or guaranteed transactions and the effect that such regulation will have on them as small, independent businessmen. Several members reported that any reduction of their current service charges which might result from HUD-VA regulation would force them out of the land conveyancing industry.

A lack of public understanding of the title industry and the essential service it provides is acknowledged by these midwest members as a problem requiring the full and continuing attention of not only the ALTA, but of affiliated state and regional associations and individual members in their day-to-day operations. Most members interviewed feel that the consumer education effort extended through the ALTA public relations program via television and radio public service spot announcements, educational pamphlets and other means is extremely worthwhile in increasing public awareness and understanding of the industry. Several also mentioned the need for national and local public relations-oriented attention by ALTA members to more extensive liaison and familiarization of Realtors, builders, attorneys and lending institutions with the services provided by the land title industry, including the role of the abstract company.

Distance to be traveled and current volume of business are the primary factors determining whether or not most of those interviewed will attend ALTA Mid-Winter Conferences and Annual Conventions. Other determining factors weighed by members are appeal of the convention city and hotel selected; convention program speakers and workshop subject matter; social and business contacts made during conventions; and tax advantages. Topics mentioned by those interviewed which would interest them at conventions include automation for small companies, in-depth discussions of title insurance, business diversification possibilities, new microfilm techniques, industry standardization of forms used by abstracters and joint title plant operation. Several members suggested that title companies doing business in cities hosting ALTA meetings conduct open house tours through their offices for out-of-state members for the purpose of engendering ideas which might be helpful when applied to their own operations.

Continued on page 11

ROBERT McINTOSH
Title and Abstract
Fond du Lac, Wis.

THOMAS MICHELS
Schmitt Abstract
Oshkosh, Wis.

JAMES EVANS
Outagamie Abstract
Appleton, Wis.

CLYDE DE VILLIER
Dane County Title
Madison, Wis.

JOHN GEGHRINGER
Waukesha Title
Waukesha, Wis.

M. SHEPARD
Berrien County Co.
St. Joseph, Mich.

DAVID UPTON
Benton Harbor, Inc.
Benton Harbor, Mich.

JOSEPH WAYMIRE
Rowland Title
Anderson, Ind.

JOE BURGESS
Wainwright Abstract
Noblesville, Ind.

S. MONTE JESSUP
Noblesville Title
Noblesville, Ind.

CHARLES JONES
Boone County Co.
Lebanon, Ind.

RICHARD McGAUGHEY
Security Abstract
Crawfordsville, Ind.

Part VI: 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. Other installments may be found in the February, March, April, May, and June, 1972 issues of *Title News.*)

* * *

TITLE INSURANCE

Kapelus v. United Title Guaranty Company, 93 Cal. Rptr. 278 (1971)

Plaintiff, an attorney at law, and his client, entered into an escrow at one of defendant's offices with one Reedy, wherein it was agreed that the client would convey title to Lot 8 to Reedy in exchange for a conveyance of the subject property to plaintiff and his client, valued at $382,500 net, with an option in Reedy to repurchase the subject property for $20,500. In light of the existence of the option, defendant agreed to write a title policy insuring the fee title on condition that plaintiff and the other parties to the transaction sign a statement to the effect that the deed from Reedy to plaintiff and his client was an absolute conveyance and not a security device, pay an additional premium, and increase the face amount of the policy. The foregoing was done, the escrow closed, and the defendant insured plaintiff and client, each as to an undivided one-half interest.

Subsequently, Reedy and the Franklins and Fitzgerald filed an action in the superior court against the plaintiff and his client alleging that the deed from Reedy to plaintiff and his client did not convey a fee interest but was a security instrument, a mortgage. The defendant provided plaintiff with the defense of this action.

Thereafter, the Franklins and Fitzgerald filed a chapter XI bankruptcy proceeding, restraining the superior court action and alleging the same allegations as were alleged in the superior court complaint. Defendant refused to undertake the defense of the bankruptcy court action in behalf of the plaintiff. Plaintiff retained private counsel on a contingent fee basis. The bankruptcy court made an order divesting plaintiff of the fee title and decreed that the deed from Reedy to plaintiff and his client was a mortgage with the legal title being vested in the Franklins and Fitzgerald. The bankruptcy court ordered that plaintiff and his client were entitled to a lien on the subject property to secure the obligation owing to them in the amount of $20,500. The referee's decision was appealed to the U. S. Court of Appeals, which affirmed an order of the United States District Court affirming the referee in bankruptcy.

Plaintiff then filed this action for damages for failure of defendant to defend plaintiff in the banktuptcy proceedings. Plaintiff appealed the award of damages. Defendant's cross-appeal, from the judgment finding defendant breached its duty to defend, not being timely filed, was dismissed. The appellate court held that plaintiff was not entitled to the fair market value of the fee, although defendant obligated itself to defend plaintiff's fee title, since as a conse-

Continued on page 13

names in the news

Harold Pilskaln, Jr., director of First American Title Insurance Company, Santa Ana, Calif., has been appointed regional vice president with jurisdiction in the eastern states. Pilskaln was also recently named executive vice president of Massachusetts Title Insurance Company, Boston, in which First American has acquired a minority interest.

* * *

Robert J. Hauser, Jr., has been elected assistant vice president of Security Title and Guaranty Company, New York.

In Washington state, **Richard E. Bader**, vice president-administration, also in charge of Seattle operations, has been named senior vice president. Mrs. **Shirley Beaumont**, personnel manager, has been named assistant vice president.

* * *

St. Paul Title Insurance Company has named **William A. Larson**, former regional manager, divisional vice president for a 13-state area, including Missouri and Kansas, with headquarters in Kansas City, Mo.

* * *

Larry A. Giardina has rejoined the management staff of Title Insurance Company (Mobile, Ala.) in the customer relations and advertising area.

* * *

Ray Frohn has been elected chairman of the board, and **Richard Johnson** president of the Nebraska Title Co., which was recently formed in a merger between Ray Frohn Co., and the Rierden Abstract and Title Co. (Lincoln, Neb.). Frohn is a former ALTA board of governors member and past president of the Nebraska Land Title Association.

PILSKALN

HAUSER

BADER

BEAUMONT

LARSON

FROHN

JOHNSON

ROONEY

* * *

USLife Title Insurance Company of New York has announced several promotions. **Joseph H. Rooney**, director and executive committee member of USLife of Dallas, has been elected vice president-administration and will assume similar positions with USLife of New York. **Frank J. Kroemer**, former vice president and comptroller, has been named vice president and treasurer. **Gustave S. Klestinec** has been named vice president-mortgages. USLife's newly-opened Boston office will be managed by **Walter H. Anthrop**, of Hyde Park, Mass.

* * *

J. Albert Landis, title officer with Commonwealth Land Title Insurance Company, Philadelphia, has been named manager of the company's newly-opened Harleysville, Pa., branch.

* * *

Terry A. Anderson has joined the Investors Title Company, Inc., Olathe, Kans., as assistant vice president and head of the real estate closing department.

* * *

Kenneth W. Beesting, senior title attorney, has been elected manager of Lawyers Title Insurance Corporation, West Palm Beach, Fla., office.

* * *

Security Title Insurance Company has announced several promotions. **James L. Ware**, vice president and manager for San Diego, has been named

vice president and manager of Los Angeles County operations, with headquarters in Panorama City.

* * *

Title Insurance Company of Minnesota had elected **Ronald G. Gandrud** vice president and assistant counsel, and **John D. McPartland** vice president. Gandrud will manage title insurance operations, and McPartland will manage the escrow department, both in the Minneapolis office.

Other promotions include **Gorden Lundberg** to assistant vice president and assistant counsel; **Richard Solie** to assistant vice president; and **Darold Dunn**, **Len Kirberger** and **Richard Peterson** to assistant secretaries.

LANDIS

ANDERSON

BEESTING

WARE

GANDRUD

McPARTLAND

Oklahomans Urged To Seek Office

The role of local titlemen in the state legislature, and national public relations activity, were discussed at the Oklahoma Land Title Association's Sixty-Seventh Annual Convention April 27-29 in Oklahoma City.

Howard Cotner, OLTA past president and state representative, of Jackson County Abstract Co., Inc., Altus, encouraged titlemen to run for state House and Senate seats. He also discussed state legislative problems Oklahoma faces this year.

John Warren, ALTA president and another OLTA past president, commented on current land title industry problems and ALTA's work to educate the public on the importance of title services through its national public relations program. Part of that program, the new ALTA film, "Blueprint for Home Buying," received its Oklahoma premiere showing at the convention.

OLTA members elected John C. Kirkpatrick, Guaranty Abstract Company, Tulsa, president. Other officers elected include W. O. Cooper, Jr., The Bryan County Abstract Co., Durant, vice president; Henry O. Arnall, Jr., Poteau Abstract Co., Poteau, treasurer; Glenn Nichols, Abstract & Guaranty Company, Chandler, secretary; and Mrs. Lou Jackson, of Oklahoma City, executive secretary.

Local speakers included Donald G. Cunningham, Oklahoma City, surveyor; Mobil Oil Company's Jack Caskey, Oklahoma City; and Bud Reger of Woodward.

Two other state association presidents—Earl Field, Field Abstract and Title Company, Hays, Kans. (Kansas Land Title Association); and William R. Barnes, Jr., Security Title Company, St. Charles, Mo. (Missouri Land Title Association) and their wives—attended the convention as guests.

GRASSROOTS—Continued from page 8

Development of standard forms, liaison with related industry groups, research, publication of the national *Directory* and regional seminars are other ALTA activities frequently mentioned by these midwest members as being of particular value to them.

None of the midwest members visited are engaged in kickback practices, they reported.

Possible state legislative changes abstracters noted as being desirable by those visited include uniform state title plant requirements, more uniformity in abstract service charges, more restrictive abstract licensing laws, strengthening of marketable title acts, and standardization of certification of deeds and procedures required for estate matters. The majority of members interviewed said they are in favor of stronger, more effective state regulation of title service charges, procedures and forms.

Business volume in 1971 increased substantially over 1970 for every member visited; 1971 was a record year for 13 members, with all operations reporting business volume for the first four months of 1972 being higher than the comparable period in 1971. Only one member estimated that his income in 1972 would be lower than in the previous year and attributed this prediction to his belief that the mortgage money market will tighten later this year.

Eleven of the midwest members reported increases in operating expenses in 1971, averaging 5 to 10 per cent higher than the preceding year; these were attributed primarily to increases in wages, cost of supplies, equipment and rent. Operating expenses for four members were about the same in 1971 as 1970. One indicated that his expenses were not comparable in 1971 to previous years because of expanded operation.

Changes foreseen in the future for abstracting by most members include the streamlining and simplification of abstract procedures, uniformity in forms used, increased use of computers and microfilm, and changes in local statutes which will minimize the number of items required to be shown on an abstract.

All members visited consider membership in local realty and civic organizations, personal contact and a reputation for providing excellent service as the best methods of promoting their business. The majority of these midwest titlemen give away imprinted pens, calendars, and appointment books as part

of their overall promotional programs. Six members advertise in local newspapers, home builder journals, legal directories, high school and college annuals, and real estate newsletters. None of the midwest companies visited advertise on local radio or television stations. Four of the operations have involved company personnel in lectures before customer and local groups as part of their overall business promotion activity.

Three companies reported personnel attrition problems, and attributed the cause to stiff salary competition from local banks and the availability of county, state and federal government positions. The key personnel of most members interviewed have long tenure and are generally used in the training of new employees. All operations handle the training of new personnel primarily through on-the-job training, selected reading material including William Gill's *Land Title Course*, training seminars sponsored by local title associations, and (where available) applicable university level courses.

A wide range of fringe benefits is provided for employees of most midwest operations visited. Seven companies include life insurance, medical coverage and pension plans as part of their overall employee fringe benefit programs. Five companies reported profit sharing plans and six companies paid one or more bonuses to their employees in 1971. All members permit a minimum of one week paid vacation after the first year of employment and provide paid sick leave programs.

Microfilm was employed during the last five years in the title plants of six of the operations visited, while seven companies reported having purchased or leased copying equipment during the same period. The majority of these midwest members consider their title plants to be adequately equipped and complete, with no immediate improvements required. The recent purchase of office equipment such as typewriters, adding machines and microfilm readers was reported by all members.

All midwest members interviewed agree that if the United States converts to the metric system, the major problem for title companies will be the need to educate and familiarize their employees with the metric system of measurement. Twelve members suggested that the ALTA publish a metric conversion booklet which could be used by their employees in individual company operations.

Other matters of concern mentioned by these midwest members are recent substantial increases in annual premium charges for errors and omissions insurance coverage, bar fund activity, and the need to attract more capable career-oriented employees to the title business.

Detailed information collected from members on the recent midwest "Grassroots" trip is being combined with comments received from members during previous "Grassroots" visits to be utilized when planning future ALTA activities. The input of all Association members visited in Nebraska, Wisconsin, Michigan, Indiana—and 15 other states during prior trips—is appreciated and has contributed not only to the success of the "Operation Grassroots" program, but to an expanded Association awareness of member needs at the local level.

DEVELOPMENT—Continued from page 6

city to improve the property gave weight to this in the Gion case, and statements by a *prior* owner that he intended for anyone to be able to use the road and beach were significant in the Dietz case.

The danger of this holding in California to an industrial developer is clear. He may acquire beachfront property with no rights of the public being apparent and find that because of past use by the public, he may not utilize his property as planned but must keep it open as a recreational area. Furthermore, it appears that it would be useless to fence in the land if the right of the public had already vested, since the doctrine of estoppel would not run against the public.

Needless to say, title insurers are carefully examining the history of the use of the land in beach areas.

New Jersey Meadowlands

Another quite serious problem relating to the private ownership of property as affected by the claims of the State involves the meadowlands of New Jersey. Prior to 1960, it was thought that the State of New Jersey claimed only land below ordinary high-water mark, as do many States. In 1960, the State raised the question of its possible ownership of interior meadowlands. The case, however, was decided on whether the land was flowed by the tide.

The most important case to date is *O'Neil* v. *State Highway Department*, 50 N.J. 307, 235 A. 2d. 1, handed down in 1967. This case held that the State owns all land now or formerly flowed by the tide unaffected by man-made fills. In other words, the State would own any land now under tidal water or which was ever under tidal water unless it became dry land by virtue of natural accretion.

The question then is which "dry land" became such through natural accretion and thus may be privately owned and which became "dry land" by artificial filling. The court said the burden of proof is on the party challenging the existing status to prove that the land was dry as a result of artificial fill. But it stated that an appropriate inference may be drawn that the party filling in knew of the tideland status unless, prior to filling in, he preserves evidence respecting the status of the property.

The court went on to suggest that the State should catalog its far-flung holdings. The legislature responded by enacting N.J.SA 13:1B-13 et seq., effective January 13, 1969. This act required the State to make scientific surveys of meadowlands to determine which land is now or was formerly flowed by mean high tide. The first survey was made of the Hackensack Meadowlands and on January 14, 1970, a map was published showing land claimed by the State. On this map the State claimed ownership of 11,000 acres in Bergen and Hudson Counties, including the Town of Kearney, with a population of 37,000 people.

Needless to say, the publication of this map clouded the title to many valuable parcels of land, both vacant and improved. Industrial companies cancelled their plans to build plants and were greatly concerned over their existing complexes. Lenders refused to make loans and title insurance companies refused to issue new policies. Municipalities were in great fear for their tax ratables.

In a condemnation suit brought in 1969 by the State against some 103 defendants along New Jersey Route 3, no compensation is offered on the grounds

that the State already owns the land. On September 8, 1971, the judge of the Superior Court, a New Jersey trial court, held that the map of the Hackensack Meadowlands was not properly prepared as required by statute and not admissible in evidence. He also held that "formerly" flowed by the high tide means from 1964 to today. He said that the "appropriate inference" against a party filling in land should be used only against a party filling after November 6, 1967, the date of the O'Neil case. The State appealed to the Supreme Court of New Jersey only the "appropriate inference" part of the decree. It wants a decision that it would not have to prove actual knowledge of tideland status on the part of a party filling in land either before or after the date of the O'Neil case.

If the Supreme Court upholds the lower court's decision, a helpful case will be on the books. However, private landowners in most of New Jersey are far from being in the clear. There still remains the possibility of the State being able to prove that a certain tract of land was, sometime in the past, filled in by the owner with knowledge that it was flowed by the tide and thus successfully claim that it, the State, owns the property in fee simple.

JUDICIARY REPORT—Continued from page 9

quence of the prior bankruptcy decision which was res adjudicata in this action it was determined that he only had a security device. Plaintiff received exactly what he was entitled to in the trial forum—the value of his security interest, plus the costs of suit incurred by him in defending his interest.

Rodin vs O'Beirn, et al, 3 Wn App. 327, 474 P. 2d 903 (Washington 1970)

O'Beirn sold property to Rodin on a contract. There was a damaging landslide and Rodin sued O'Beirn for fraud and was granted an offset judgment against the balance due on the contract. O'Beirn had meanwhile transferred the vendor's interest to Shoreline Savings & Loan Association. Rodin then instituted an action against Shoreline Savings & Loan Association, who had not been brought into the original suit.

Shoreline Savings & Loan Association then joined the title insurer, contending the loss was covered by the policy of title insurance. The court held for Rodin against Shoreline Savings & Loan Association, holding that the assigned takes a contract with its rights and subject to its defects.

The title company was absolved by the court's holding that the title policy insured that the fee title was in Shoreline Savings & Loan Association and showed the contract as an exception in its Schedule B.

Douberly v. Angelini, 240 So. 2d 98 (Fla. 1970)

Suit against vendors by purchasers for the use and benefit of assignee of subrogee title insuror.

A portion of land was taken by flood control district without compensation for drainage canal purposes. The reservation in a prior deed was overlooked by the examining attorney. Title insurer paid off and was subrogated to the rights of the purchasers against the sellers for breach of warranty. The lawyer had insurance indemnifying him against loss by reason of negligence on his part. His company reimbursed the title insurer, whereupon the title insurance company assigned its subrogation rights to the lawyer's insurer.

The rule is the right of subrogation may be assigned and enforecd by the subrogee. But the legal right to enforce the claim remains in the insured, even after payment of the loss, so that the suit must be brought in the name of the insured for the use and benefit of the insurance company.

Bank of Miami Beach v. Fidelity & Cas. Co. of New York, 239 So. 2d 97 (1970)

Suit by mortgagee to recover for loss in connection with mortgage transaction wherein mortgage was legal and properly executed but the note was invalid due to son having forged mortgagor's signatures thereon.

Held: The rule that there can be no mortgage unless there is a debt to be secured thereby applies only where there is no obligation whatsoever. Here a loan had been made and the title insuror issued title policy guaranteeing that the mortgage covered thereby "has been executed in accordance with law" and "further guarantees" that said mortgage "constitutes a valid mortgage lien."

The court held that failure of the note did not invalidate the mortgage, and, therefore, the loss attributable to the defect in the note was not within the coverage of the title policy guaranteeing the validity of the mortgage lien.

USURY

Havens v. Woodfill, 266 N. E. 2d 221 (Ind. 1971)

Three actions were brought presenting the question of legality of three different loans in view of usary statute exceptions.

Held: Husband and wife, who entered into partnership agreement, joint venture, and a trust agreement for purposes of obtaining loans at a rate of interest in excess of the maximum eight per cent (8%) permitted to be charged to individuals, could not by such means circumvent the usury statutes excepting from maximum rates loans to corporations, partnerships, limited partnerships, joint ventures, and trusts.

As is well known, there are cases outside of New York, notably in New Jersey, holding that where a corporation is formed for the express purpose of evading the usury laws, the effort fails. This case of first impression evidently applies the New Jersey view to a recent statute (of which there are examples outside of Indiana) relating to business organizations other than corporations.

United States vs Desert Gold Mining Company, 433 Fed. 2d 713 (reversing District Court Case 282 Fed. Supp. 814 (Ariz. 1970)

The United States issued patents to eight tracts of land which were subsequently mortgaged to defendant Edwards. The United States sued to

set aside the patents for fraud, and Edwards was joined as a defendant. Under Arizona law the mortgage loan was usurious, and the United States contended that Edwards was, therefore, not a bona fide encumbrancer. The United States District Court agreed and entered judgment in favor of the United States against all parties. On appeal, the decision was reversed as to defendant Edwards. It was held that the defense of usury is personal to the debtor and those in privity with him. The United States, therefore, could not assert usury against the claim of the mortgagee, and the title was quieted in the United States, subject to Edwards' mortgage.

VENDOR AND PURCHASER

Vietor v. Sill, 243 So. 2d 198 (Fla. 1971)

Complaint for injunction and specific performance of apartment owner's agreement giving other owners the right of first refusal.

Broker obtained purchaser for Sill's apartment and gave notice to other owners as required by declaration of condominium. Vietor, one of the other owners, elected to exercise the right to purchase, but Sill refused to sell to him on the ground that a binding contract to sell to a prospective purchaser must be entered into before another owner could exercise his pre-emptive right to buy the apartment.

The court held that according to the applicable provision of the declaration notice of intent to sell is sufficient to activate the right of other owners to buy and the seller is obligated to sell to another owner meeting the terms and conditions demanded.

Jerger v. Rubin, 106 Ariz. 114, 471 P. 2d 726 (1970)

Purchasers brought an action against the vendors, the realtor, and the realtor's salesman for rescission of a contract for the sale of land. The court held that the salesman's false representations that he had negotiated with an oil company concerning a portion of the land and that the oil company had agreed to purchase that parcel constituted a sufficient basis for the rescission of the contract.

Steuer v. Glevis, 243 So. 2d 453 (Fla. 1971)

Suit by purchasers against vendors for cancellation of deposit receipt contract and return of deposit.

A clause in a previous deed in the chain of title prohibiting sale, use, or occupancy of any lot "by any person of the Semitic branch of the Caucasian race" was claimed to render title unmarketable or uninsurable. Contract provided that the vendor would convey title free of all encumbrances except the restrictions of record common to the subdivision and there was no evidence that the title was not otherwise good and marketable. There was, in fact, evidence that title insurance was available.

Held: Clause prohibiting sale, etc., to "any person of the Semitic branch of the Caucasian race" was void, and the title was marketable.

Jack Mathis General Contractor, Inc., et al vs. Murphy, et al, 472 P. 2d 820 (Oregon 1970)

A reference in a recorded deed to a lease is sufficient to place any subsequent purchasers, including all intervening parties, on notice to inquire as to the terms of the lease and lessee's right to possession.

A recital in an instrument of record charges subsequent purchasers with notice of all material facts which an inquiry suggested by that recital would have disclosed. A purchaser is bound by the recitals in conveyances in his chain of title.

Crumlish vs Price v. Errigo, 266 Atl. 2d 182 (Del. 1970)

Where a vendor signed a deed and the attorney who appeared at the settlement purporting to represent the vendor delivered the deed and accepted payment, had apparent authority to do so, and where the attorney thereafter converted to his own use the checks received in payment, the vendor was not entitled to recover the amount of the purchase price from the purchaser in her action for specific performance. The court pointed out that although the fact that the checks were made payable to the attorney, as attorney for his principal, was without legal significance in the parent case, the better practice is to make the checks payable either jointly to the agent and principal or to the principal exclusively.

Stinemeyer, et ux, vs Wesco Farms, Inc., et al, 487 P. 2d 65 (Oregon 1971)

A contract vendor who has, by his past actions, led his debtor to believe that the terms of their agreement requiring prompt payment will not be strictly enforced, must, before taking advantage of an acceleration option, give the debtor a reasonable opportunity to make up his delinquent payments. When this opportunity is not given, the purchaser may, upon the vendor's bringing a foreclosure suit, either file a plea in abatement, asking for a reasonable time in which to make up the delinquent payments, or tender into court the amounts past due. If by either method he brings his payments up to date within a reasonable time, the suit should be dismissed; otherwise it may proceed.

WATER AND WATERCOURSES

State Engineer v. Cowles Brothers Inc., 478 P. 2d 159 (Nevada 1970)

State statute which declared that a certain lake was a navigable body of water and that title to the bed of the lake was held by the state did not abolish the doctrine of reliction and make it inapplicable to a corporation which owned the land adjoining the lake, which was now dry and which sought permission to drill a well in the dry lake bed for purposes of irrigation.

Rutledge v. State, 482 P. 2d 515 (Idaho 1971)

Where land which formerly constituted the bed of a navigable river was no longer of any unique or special benefit to the general public due to the fact that the river either dried

up or changed course and was no longer navigable, the subject land had the same characteristics as any other state-owned land and the fact that it had formerly been the bed of a navigable river did not prevent it from being acquired by adverse possession.

Owen v. Hubbard, 271 Atl. 2d 672, 260 Md. 146 (1970)

A declaratory judgment action to determine title to a portion of a bulkhead which was constructed in navigable waters. Plaintiff and defendant constructed a bulkhead across the front of his property and a portion of the side of the property of the plaintiff. Article 54, Section 46 provides that:

"The proprietor of land bounding on any of the navigable waters of this state shall be entitled to the exclusive right of making improvements into the waters in front of his said land; such improvements and other accretions as above provided for shall pass to the successive owners of the land to which they are attached as incident to their respective estates. . . ."

Held: Subject to the defendant's easement, which arose out of the consent given by the plaintiff to the defendant to construct the bulkhead, the plaintiff had title to that portion of the bulkhead constructed by the defendant, which was in front of the property of the plaintiff. The terms "front of" and "bounding" as found in the statute, are synonymous and only denote that any property bounding on navigable waters of the state, whether it be by front, side or back line, has riparian rights. The distinction between front and side lines is not relevant under the statute.

State of Mississippi, etc., v. Robert N. Stockett, et al, 249 So. 2d 388 (Miss. 1971)

Suit by the state to quiet its alleged title to certain real estate. The Chancery Court, Hinds County, Melvin B. Bishop, Chancellor, dismissed the bill and, on cross bill, confirmed title to a real estate in defendants. On appeal the court held that a 1915 patent to approximately 30 acres of swamplands which were located in Pearl River Bottom in the city of Jackson and were subject to overflow and were part of lands granted to the state of Mississippi by the United States as the seat of government lands and which had been surveyed and mapped into lots and blocks and which were valuable principally for agriculture, timber, or pasturage and which were paid for by patentee on acreage basis was valid. The court further held that a consent decree in private litigation between 1915 patentee and 1936 patentee and giving of quitclaim deed by 1915 patentee to 1936 patentee could not be questioned by the state.

Delaware v. Pennsylvania Railroad, 267 Atl. 2d 455 (Del. 1969)

Under Delaware law, a riparian owner of land fronting on navigable water holds title to the low water mark and, therefore, owns the foreshore lying between the line of high tide and the line of low tide.

WILLS

Limehouse v. Limehouse, 182 S. E. 2d 58 (S. C. 1971)

A mother's will devised realty to her son in fee but provided that if he were to die "childless (without heirs)" the farm would become a part of the mother's residuary estate. Five years after the mother's death her son adopted a son who alone survived his adopted father's death intestate. In a case of first impression, the South Carolina Supreme Court, in an opinion authored by Justice Brailsford, determined that the adoption prevented the defeasance and that the adopted son was entitled to take the farm.

St. Louis Union Trust Company v. Morton, 468 S. W. 2d 193 (Mo. 1971)

A proceeding to construe a will. The testator, a resident of the city of St. Louis, Missouri, devised all his interest in real estate located in St. Louis, Missouri, and in the state of Georgia, to his wife for life with absolute power to *dispose* of said real property during her life, with remainder, if any, to his brother, if living, and, if not, to specified remaindermen. The surviving widow sold that interest in real estate in Georgia and put the net proceeds into her own revocable trust, which remained intact. After her death the specified remaindermen claimed the entire net proceeds of the sale of Georgia property under "resulting trust" theory, and the other survivors claimed the proceeds of the sale of St. Louis real estate.

Held: 1. Under the general rule recognized in Missouri the proceeds of the sale took the place of the property itself.

2. The widow had the right to use the proceeds of the sale during her life, but did not acquire a fee interest by changing the nature of the property from real estate to money.

3. The obvious intent of the testator was to provide for his children by giving them whatever might remain after his wife's death.

Taylor v. Connell, 26 Ohio App. 2d 253, 271 N. E. 2d 305 (1971)

Where a court in a will contest proceeding directs a verdict sua sponte on the basis of a compromise agreement made in a private conference, which distributes the devised property among the claimants in attendance, and all of the parties in the case are not parties to the agreement, such verdict is void.

In the Matter of the Will of Benjamin Potter, 275 Atl. 2d 574 (Del. 1970)

Involvement of a court of chancery in the supervision and direction of the administration of a testamentary trust wherein the testator who died

in 1843 directed that the income derived from the residue of his estate be distributed "to and for the use, support, maintenance, and education of the poor white citizens of Kent County generally," was of such an established and pervading nature that it constituted that type of governmental intwinement with affairs of a charitable trust as called for protection of the Fourteenth Amendment. Since the intent of the testator, as evidenced by his will, to aid the poor citizens was paramount, and since it would frustrate his intention to find that the trust failed due to conflict with the Fourteenth Amendment, the doctrines of cy pres and deviation will be applied to give force and effect to the testator's intention, particularly in light of the fact that non-whites had become citizens following the death of the testator.

Noel v. Uthe, 184 N. W. 2d 686 (Iowa 1971)

An appeal by farm tenant from decree of the district court quieting title to farm, sold by decedent's residuary beneficiaries to third party, contrary to tenant's claimed interest. The supreme court held that where decedent's executor at all times rejected the idea of selling the subject property and took no part in negotiations relating to the sale of the farm by decedent's residuary beneficiaries to the third party, the tenant who had leased the subject farm from decedent for some 20 years at the time of decedent's death had no right of first refusal as to the farm by virtue of the provision of decedent's will giving the executor authority to sell any real estate owned by decedent at the time of his death and further directing the executor to give any tenant who had occupied such property for a period of five years the right of first refusal.

Fourth National Bank of Columbus v. Brannon, et al, 227 Ga. 191, 179 S. W. 2d 232 (1971)

Where a life estate is granted by a will with remainder to children of the life tenant, if any, followed by the language "but in default of child . . . . then said property is to revert to my estate and be equally divided among my other legatees or their heirs if they are dead," the time of vesting of the remainder interest is at the death of the life tenant and not at the death of the testator.

In Re Estate of Griswold, 13 Ariz. App 218, 475 P. 2d 508 (1970)

Husband who deliberately killed his wife was not entitled to benefit from his own wrong, and, since he was the sole beneficiary under a joint and mutual will, the wife's entire estate passed as intestate property.

THIS CONCLUDES THE 1971 ALTA JUDICIARY COMMITTEE REPORT

Commonwealth Radio Ad Spots Feature Soap Opera Home Buyer Education

Organ music and soap opera acting are helping Philadelphia area home buyers learn more about the necessity of real estate brokers' services and title insurance protection.

Soap opera style radio commercials, entitled "John's Other House," this year became part of a successful Commonwealth Land Title Insurance Company annual promotion on behalf of real estate brokers and land title services. The one-minute spots on two local stations, KYW and WIP, episodically tell the story of "one man's valiant struggle to sell his house himself."

Each radio sequence features the husband, John, bungling a different aspect of home buying. His wife, Blanche, then explains the service a broker could have provided to help the situation. The listener learns about the hazard of selling without broker assistance, and becomes familiar with the services for which a broker earns a commission. In the last episode buyers also learn about title insurance.

The complete promotional campaign included unannounced teaser mailings sent to real estate brokers before the commercials were released. The first mailing simply announced that "John and Blanche Are Coming" and included a "Blanche Knows Best" lapel sticker recipients were asked to save. A week later each broker received an envelope reading "John and Blanche Are Here," containing a record with the commercials and information on the promotion. Posters also were provided for the brokers, from whom response to the promotion has been excellent.

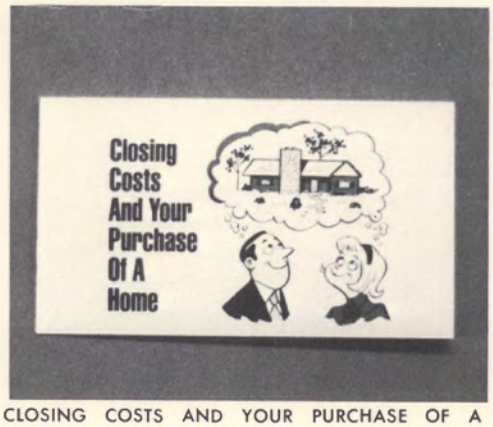
Edward Schmidt, vice president, left, and Fred Fromhold, president, Commonwealth Land Title Insurance Company watch as Ken Garland, WIP radio personality, prepares to play a commercial in the series Commonwealth sponsors on behalf of Philadelphia real estate brokers.

Tell Your Story More Effectively

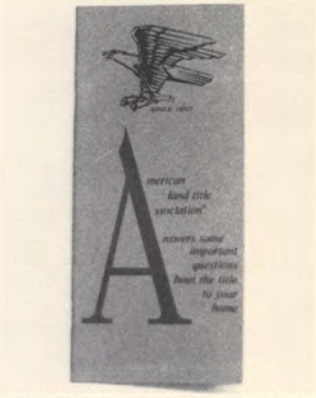
. . . with these ALTA Educational Aids

(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.

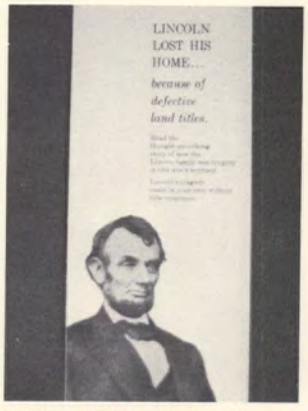


CLOSING COSTS AND YOUR PURCHASE OF A HOME. A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, $2.25 per dozen; 12 or more dozen, $2.00 per dozen.



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.



LINCOLN LOST HIS HOME . . . BECAUSE OF DEFECTIVE LAND TITLES . . . A memorable example of the need for land title protection is described in this folder. $5.00 per 100 copies is the cost for this publication.

THE IMPORTANCE OF THE ABSTRACT IN YOUR COMMUNITY. An effectively illustrated booklet that uses art work from the award-winning ALTA film, "A Place Under The Sun", to tell about land title defects and the role of the abstract in land title protection. Room for imprinting on back cover. $12.00 per 100 copies.

(RIGHT) BLUEPRINT FOR HOME BUYING. Illustrated booklet contains consumer guidelines on important aspects of home buying. Explains roles of various professionals including broker, attorney and titleman. $18.00 per hundred copies, 20 cents each on 99 or fewer copies. (RIGHT) ALTA FULL-LENGTH FILMS: "BLUEPRINT FOR HOME BUYING." Colorful animated 16 mm. sound film, 14 minutes long, with guidance on home selection, financing, settlement. Basis for popular booklet mentioned above. $95 per print. "A PLACE UNDER THE SUN." Award winning 21 minute animated 16 mm. color sound film tells the story of the land title industry and its services. $135 per print.

American Land Title Association