

Title News

the official publication of the American Land Title Association



**El Pueblo Park
In Los Angeles:
1973 Annual
Convention City**



August, 1973



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

AUGUST, 1973

After attending several state conventions as ALTA representative, it is obvious that the members and officers at the state level are dedicated, hard-working individuals, proud of their profession and interested in it.

The attendance at the conventions and meetings is very, very good. The programs are well planned, give food for thought and ideas to carry home with you. The exchange of thoughts and ideas does not stop at the meetings, but is carried on throughout the usual 2-3 day conventions in the corridors and rooms.

It is very interesting and invigorating attending these sessions. The officers of your state associations certainly deserve your vote of thanks for the effort they put forth in carrying out their duties.

In talking with various title men and women, it is obvious that they realize there is change going on in our industry. They do not shrink from new ideas, needs, or methods but accept the challenges that change is bringing to the title profession.

One important change is that the industry is being brought under more strict governmental regulation in some states and legislation in other states is being proposed. We must all realize this fact.

The laws to be formulated will be passed by vote of your state legislators after they have heard from the people they represent. If we do not follow the course of legislation, or contact our representatives, how can they be expected to be aware of our feelings as to laws suggested for passage. If we do not contact them, how can we later complain of laws passed that may affect our business and pocketbook.

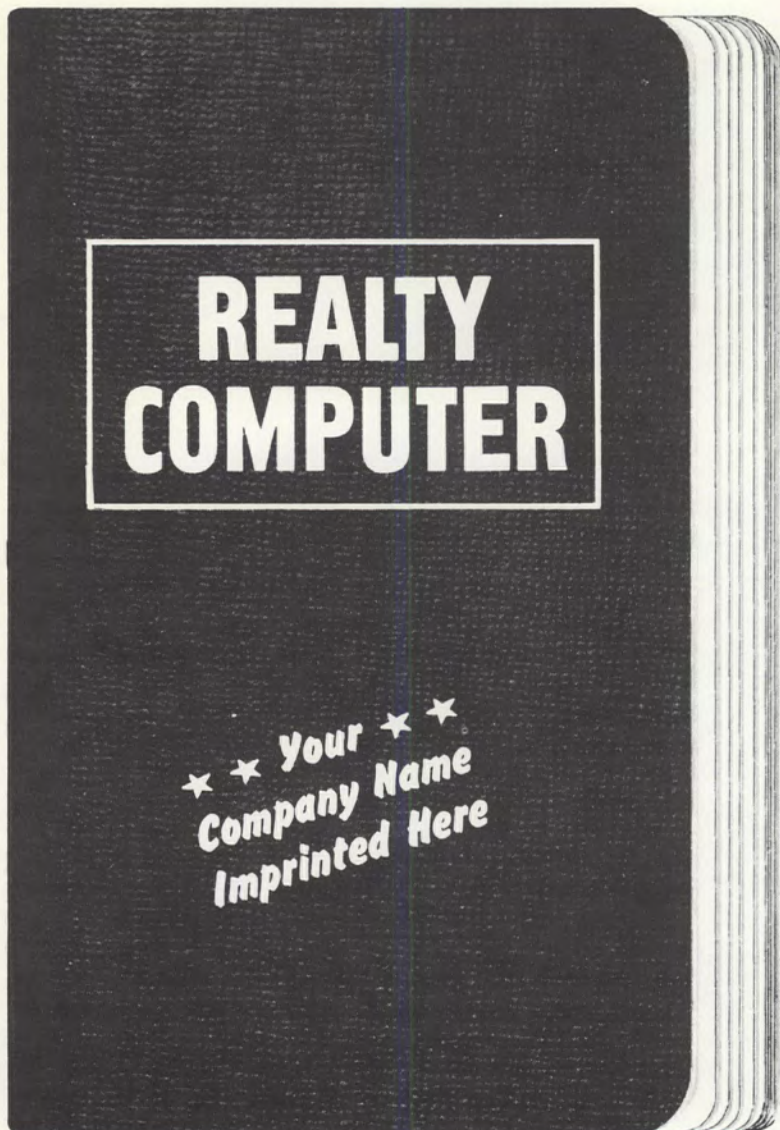
Awareness and action starts with each of us.

Sincerely,

Robert J. Jay

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

NEW INTEREST RATES INCLUDED



**Your NEW
Hard-Working**

**GIFT
FOR REALTORS!**

**Created by Realtors
for Realtors**

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.

Write today for your complimentary copy

PROFESSIONAL PUBLISHING CORPORATION

122 PAUL DRIVE • SAN RAFAEL, CALIFORNIA 94903

This talented group wants to sing your praises



These talented performers are ready to sing the praises of your title company through local radio advertising. They're waiting—on tape—in the recently-introduced ALTA Do-It-Yourself Commercial Kit.

If you're an ALTA member, you can buy the kit—on a first come, first served basis—for \$50 plus postage. Just write Gary Garrity in the ALTA Washington office. You'll be billed later.

What's in the kit? The singers, of course. On 7½ ips mono tape. Furnishing high quality contemporary music for a 20, a 30, and a 60-second commercial. Plus instructions and suggested copy for three different title company radio advertising approaches. For promoting use of local attorneys or real estate brokers. For establishing local identity for a title company executive. For promoting simultaneous is-

sue and awareness of mortgagor title insurance. You decide which approach is best for your local need—or substitute another.

Here's how it works. First, order the kit. Then work out your radio advertising campaign with one or more local stations. Adapt the enclosed commercials to carry your message—or write your own. Have a local announcer—or other appropriate talent—record voice copy to link your message with the taped music. And—presto—you have a customized local radio campaign to strengthen your market identity.

What does the group sing? This jingle: "Who can ease all your worries . . . when you're buyin' a home . . . who can bring you protection . . . the title man can."

Better order now. They're doing your song.

American Land Title Association
1828 L Street, N.W.
Washington, D.C. 20036

Title News

the official publication of the American Land Title Association

Association Officers

President

James O. Hickman
Pioneer National Title Insurance Company
Chicago, Illinois

Vice President

James A. Gray
Fidelity Abstract Company
Little Rock, Arkansas

Chairman, Finance Committee

Alvin W. Long
Chicago Title and Trust Company
Chicago, Illinois

Treasurer

James G. Schmidt
Commonwealth Land Title Insurance Company
Philadelphia, Pennsylvania

Chairman, Abstracters and Title Insurance Agents Section

Robert J. Jay
Land Title Abstract Co.
Detroit, Michigan

Chairman, Title Insurance and Underwriters Section

Robert C. Dawson
Lawyers Title Insurance Corporation
Richmond, Virginia

Immediate Past President

John W. Warren
Albright Title & Trust Company
Newkirk, Oklahoma

Association Staff

Executive Vice President

William J. McAuliffe, Jr.

Director of Research

Michael B. Goodin

Director of Public Affairs

Gary L. Garrity

Business Manager

David R. McLaughlin

Association General Counsel

Thomas S. Jackson
Jackson, Laskey & Parkinson
1828 L Street, N.W.
Washington, D.C. 20036

Features

The Marketing of Title Insurance 4

Proposed Amendments to ALTA By-Laws To Be Considered at
1973 Convention 6

Part V: ALTA Judiciary Committee Report 9

Departments

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

State Association Corner 12

Names in the News 14

Meeting Timetable 16

ON THE COVER: In the shadow of booming Los Angeles, site of ALTA's 1973 Annual Convention, the El Pueblo de Los Angeles is a revitalization of the city's founding site and contains a collection of cultural exhibits, restaurants, night spots and imaginative shops. Plan now to attend the Convention from September 30-October 4. An excellent lineup of guest speakers, panel discussions and workshops is being planned—more on this in the next Convention newsletter.

VOLUME 52, NUMBER 8, 1973

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

CAROL MATHES HALEY, Managing Editor

The Marketing of Title Insurance

James C. Hubly
Title Examiner
Title Insurance Company
Of Minnesota



(Editor's note: The following article is adapted from a marketing research paper prepared by the author.)

* * *

Before any attempt can be made to evaluate the activities necessary to bring a service to the market, one must examine each particular service business. There is a pronounced difference between the manufacturer-to-consumer marketing flow and that of an offered service. In the real estate field, title-related activities are an important service and can bear investigation. The products are unique and a customer, user or consumer can be an entirely different functionary depending on what part of the country one surveys. This is not to imply a huge national structure; on the contrary, most business is conducted on a county basis. There are no wholesalers or retailers, and the costs of distribution or transportation are minimal. Thus the usual criticisms leveled at marketing are not applicable to the title service.

The nature of the subject business is similar to the hood, fenders and bumpers of an automobile. They have nothing

to do with the actual movement of the car; however, for safety and smoother operation, they are necessary. The sale of real property or real estate is the transaction or prime purpose that allows the existence of all related affairs. Without this fact firmly in mind, one may feel that the service supersedes all other facets, and this is totally untrue. The exact definition of the professional servant is completely applicable to this field.

The legalistic nature of many aspects of the transaction have given rise, first, to the reporting and, second, to the insuring functions of the title service. The abstract and the insurance policy are the resultant tangible products offered to the market. The intangible assistance offered entails providing a place where the transaction can be culminated and the pertinent documents sent for recording or where escrows of many kinds can be established. All of these activities are done under the expertise of highly trained personnel.

Those that avail themselves of the service will be referred to as the customer, the user, and the consumer. The distinction is important to the analysis

of a county operation, and it will also be particularly useful in the national field.

The customer is the person or company most likely to place or direct the placement of an order. In most areas of the country this will be the real estate broker or salesman, with the lending institution as a close second. However, there are some areas where attorneys will be the customer; and sometimes a developer, subdivider or even an individual will qualify. Primarily, the person making the sale has the best and first opportunity to influence the placement. Most transactions entail mortgages; and, consequently, the lending company wields a great deal of placement power.

The user is just that, the person who uses the product. Tangible or intangible, this can be the lending company that benefits from the insurance. It also can be the closer that drafts the documents for the bank or Realtor. It could be the attorney that is hired to examine the abstract or close the deal or clear up defects for the seller before the sale is completed. This person does not necessarily place the order and does not pay for it.

The consumer is the one that pays for the service. This person is usually Joe Buyer, and he does not understand much of the reason for the service. Unless someone explains the product, he probably will not be insured. The abstract is done for him, but it is held at the bank. However, things are not as bleak for him as it appears. His attorney is also a user and will make sure he will not be hurt. Even if he, unfortunately, does not go to an attorney, certain dangers will probably be averted because of the standards required by the lending company. His money is not mis-spent, but it would be more prudent if he knew more about where it went and why.

The marketing of the product is considered minimal; but, in actuality, there is a great deal of it going on continuously. It is not expensive, and there is not any "add-on" cost to the consumer. There are no so-called "middlemen" that have caused so much debate on the subject. In many respects it could be considered a pure form of marketing. It is basically and simply personal contact. On an almost daily basis, the customer is in contact with the company. At every opportunity the utmost of courtesy is extended. Personal friendships are not uncommon, and every employee of the company is encouraged to offer all possible services to the customer and user. The consumer rarely calls; and he is usually referred to his attorney, because he does not understand the problems.

At the national level the marketing methods are essentially the same, but the job is much more complex. The customer, user and consumer remain as integral concepts; but the individuals or companies who operate within those concepts take on an entirely different perspective. Because one is dealing with more money, more property and more experienced people, the three become more closely involved and may become indistinguishable in many respects. All possible services are available to the consumer, user and customer. For example, the developer or large corporation that has many properties in numerous states wishes to borrow money from a national lending institution. The capability of being able to perform the task of supplying the appropriate products in a timely manner is in itself a

measure of excellence for the local county operation and the national executive.

Another function of the national staff is observing new growth areas. It becomes strikingly apparent that a determination must be made as to who are the functionaries in the market place. If one is to present a product and be competitive, one must understand the local "rules of the game". This cannot be accomplished without personal contact marketing activities.

Advertising and selling have intentionally not been mentioned earlier. They are areas that transcend profit centers or departments and often operate outside structural lines of authority. Advertising as a gimmick or splash in the media is nominal. Primarily, ads are bought nationally in the trade journals and in the local papers at the discretion of the county manager. But personal advertising by being active in community affairs and helping employees become involved is a demonstrated asset to the person and the company. Having individuals that are known to be experts is another asset that can border on word-of-mouth advertising.

Selling has always relied upon personal contact; but in the title services corporation, which has no "sales force", everyone becomes a salesman (or saleswoman) of sorts. There is no overt attempt to develop any high pressure tactics. Over the years it has proved more than sufficient to be prompt, efficient and as correct as humanly possible. These are the selling factors promoted, rather than any "razzle-dazzle" or "brand new systems that will be great". There is nothing as effective as stability and especially in a field where an error can cost millions of dollars.

The nature of the present marketing system forces one to use rather crude and primitive means of measuring and evaluating what is going on in the market place. It is impossible to know how many sales take place in a particular county, because not all documents are recorded. Contracts for deeds are the most often unrecorded documents and also can be the most risky. For this reason it would be impossible to measure an exact per cent of the total market share based on abstract orders versus sales of real estate. However, there is sufficient evidence that by monitor-

ing the recorded documents one can ascertain, in general figures, a ratio among the competing companies as to the current available market. Barring industrial espionage, this is the most effective system and is in current use nationwide by several companies.

Mortgages are recorded, and usually those over a certain size are insured. It is a simple mathematical exercise to determine the number and size of the available insurable loans, and then match the actual number insured by the company.

Depending on the number of companies competing and the size of the market, anywhere from 12 to 70 per cent can be excellent in a single county. On an overall basis, the success or failure of a company must be gauged by weighing the information contained in the annual reports relative to the other operating companies.

There is one very subjective and not too verifiable way to assess performance. This is by being attentive to the comments and actions of those customers which are most likely to indicate positive or negative reactions. Two people may have entirely different views on one customer's actions, and there is not any way to really determine a right or wrong position. Even whether or not he returns on the next transaction is not a completely correct judge, because he may be only a user on the sale or another customer/user may have made the decision. In any event, it is an indicator and can be kept in proper perspective. Listening can be an effective tool for the individual and for the company.

How much is good and how much is bad can be relative. Too much of the market and there is a federal antitrust suit; not enough of the market and there is a federal bankruptcy suit. In a slightly different way, any company would have a massive slowdown if the daily order count doubled, or it would panic if the orders ceased. Management, by objectives or any other means, places growth as essential. But it must be a controlled and orderly advancement. The problems of production, expansion of sales and marketing are all coming to bear at the same time. The present system is under a great deal of scrutiny. It is very effective in dealing with all the market

Continued on page 11

Proposed Amendments to ALTA By-Laws To Be Considered at 1973 Convention

(Editor's note: In accordance with Article XI, Amendment or Revision, ALTA Constitution and By-Laws, the following proposed amendments to the By-Laws will be submitted for approval at the 1973 ALTA Annual Convention in October in Los Angeles. The proposed amendments have been prepared at the request of the Executive Committee, with the objectives of the proposed language being: (1) To provide for a President-Elect of the Association and arrange for his automatic and orderly succession to the office of the Presidency; this newly-designated office would replace the current office of Vice President. (2) To specifically designate the Chairman of the Abstracters and Title Insurance Agents Section and the Chairman of the Title Insurance and Underwriters Section as officers of the Association. (3) To eliminate the existing Article X of the By-Laws providing for incorporation of the Association; this provision is no longer necessary as the ALTA is now incorporated.

The proposed amendments are published here to provide an opportunity for ALTA members to study them in advance of the upcoming convention. Copy shown below in italics contains proposed changes. The copy in capital letters is proposed for deletion. All other words shown are proposed to be left as they now exist in the By-Laws.)

Article VII, Section 1

Delete existing Section 1, Article VII which reads as follows:

SEC. 1. OFFICERS: THE OFFICERS OF THIS ASSOCIATION SHALL CONSIST OF A PRESIDENT, A VICE PRESIDENT, A TREASURER AND A CHAIRMAN OF THE FINANCE COMMITTEE, EACH OF WHOM SHALL BE AN ACTIVE MEMBER OR A PARTNER OF A FIRM OR OFFICER OF A CORPORATION WHICH IS AN ACTIVE MEMBER, EACH SHALL BE ELECTED AT THE ANNUAL CONVENTION TO A TERM OF ONE YEAR COMMENCING WITH THE ADJOURNMENT OF THE CONVENTION DURING WHICH HE OR SHE IS ELECTED AND CONTINUING UNTIL HIS OR HER SUCCESSOR HAS BEEN ELECTED AND HAS ASSUMED OFFICE, AND AN EXECUTIVE VICE PRESIDENT, A SECRETARY AND SUCH OTHER OFFICERS AS THE BOARD OF GOVERNORS SHALL DEEM NECESSARY, EACH OF WHOM SHALL BE APPOINTED ANNUALLY BY THE BOARD OF GOVERNORS, WHICH SHALL ALSO PRESCRIBE THEIR DUTIES AND FIX THEIR COMPENSATION AND

THEIR TERMS OF EMPLOYMENT.

Substitute the following language in place of existing Section 1, Article VII:

Sec. 1. OFFICERS: The officers of this Association shall consist of a President, a President-Elect, Treasurer, Chairman of the Finance Committee, Chairman of the Abstracters and Title Insurance Agents Section, Chairman of the Title Insurance and Underwriters Section, Executive Vice President, Secretary and such other officers as the Board of Governors shall deem necessary.

(a) ELECTION, APPOINTMENT, AND QUALIFICATION OF OFFICERS:

(1) The President, President-Elect, Treasurer, and Chairman of the Finance Committee shall each be active members of this Association, or a member or partner of a firm or officer of a corporation which is an active member of this Association.

(2) The President shall be elected at the Annual Convention at which these By-Laws are adopted for a term of one year commencing with the adjournment of this Convention and continuing until the adjournment of the next Annual Convention at which time he or she will be succeeded in office by the President-Elect. The

former office of Vice President is hereby designated as President-Elect.

(3) The President-Elect, Treasurer, and Chairman of the Finance Committee shall be elected at the Annual Convention for a term of one year commencing with the adjournment of the Convention at which he or she is elected and continuing until his or her successor has been elected and has assumed office. The President-Elect shall automatically succeed to the office of the President of this Association and shall serve as President for a term of one year commencing with the adjournment of the Convention at which he or she has succeeded to office in accordance with these By-Laws, and continuing until the adjournment of the next Annual Convention.

(4) The Chairman of the Abstracters and Title Insurance Agents Section and the Chairman of the Title Insurance and Underwriters Section shall be elected in accordance with the provisions of Article VI, Section 4, of these By-Laws.

(5) The Executive Vice President, Secretary and such other officers as the Board of Governors shall deem necessary shall be appointed annually by the Board of Governors. The Board of Governors shall prescribe their duties, fix their compensation and their terms of employment.

(b) VACANCIES.

(1) If the office of the President shall become vacant, the President-Elect shall thereupon become President of the Association for the unexpired term, which event shall not prevent his or her becoming President of the Association upon adjournment of the next Annual Convention, in accordance with Section 1 (a) (3) of Article VII of these By-Laws. In the event the office of the President-Elect shall become vacant, other than by reason of the President-Elect having assumed the unexpired term of the President, a President shall be elected at the Annual Convention following the vacancy, for a term of one year commencing with the adjournment of the Convention at which he or she is elected and ending with the adjournment of the next Annual Convention.

(2) In the event that the office of President becomes vacant when the

office of President-Elect is also vacant, the Board of Governors shall appoint an eligible person to the office of President for the remainder of the unexpired term.

(3) In the event the office of Treasurer, Chairman of the Finance Committee, Executive Vice President, Secretary, or such other office as is created by the Board of Governors, becomes vacant, or a vacancy occurs in the membership of the Board of Governors, the Board of Governors shall appoint a successor to serve for the remainder of the unexpired term.

(4) In the event the office of the Chairman of the Abstracters and Title Agents Section or the office of the Chairman of the Title Insurance Underwriters Section becomes vacant, the Executive Committee of the respective Section shall appoint a successor to serve for the remainder of the unexpired term.

**Article VII, Section 2
(first sentence)**

Sec. 2. BOARD OF GOVERNORS: The Board of Governors shall consist of nine ex officio members comprising the four elected officers named in SEC. 1, Sec. 1 (a) (1), the Chairman of the Council of Past Presidents, the Chairman of the Planning Committee, the Immediate Past President and the Chairman of each of the two Sections and fifteen other members, five of whom shall be elected at each Annual Convention for a term of three years.

Article VII, Section 3

Sec. 3. EXECUTIVE COMMITTEE: The Executive Committee of the Board of Governors shall be composed of the President, VICE PRESIDENT, President-Elect, Treasurer, Chairman of the Finance Committee, the Immediate Past President and the Chairman of each Section. The President shall be the Chairman. If there is a vacancy in the office of President-Elect, the Board of Governors shall appoint a successor to serve as a member of the Executive Committee for the remainder of the term, but he or she shall not automatically succeed to the office of President.

**Article VII, Section 4 (b)
(second paragraph)**

The Liaison Committee shall be composed of the Immediate Past President, the VICE PRESIDENT, President-Elect, the Chairman of the Abstracters and Title Insurance Agents Section, the Chairman of the Title Insurance and Underwriters Section, the Chairman of the Standard Title Insurance Forms Committee, and four appointed members. The four appointed members shall be selected on a basis that will at all times afford the Committee broad geographical representation. The VICE PRESIDENT President-Elect shall be Chairman of the Committee.

**Article VII, Section 4 (b)
(fourth paragraph, two commas to be deleted)**

The Standard Title Insurance Forms Committee shall be composed of a Chairman and eleven other members. No more than two members shall be accredited from the same state, territory or district. No appointment shall be made that will afford any corporate member, or affiliated group of corporate members, directly or through its/ or their/ agents, concurrent representation by more than two of its officers or employees. The members shall be divided into three classes of equal number, initially to serve one, two or three years, each succeeding class to serve for three years.

Article VII, Section 5

Sec. 5. FINANCE COMMITTEE: The Finance Committee shall be composed of the Chairman of said Committee, elected as provided in Section 1 of this Article, and the President, VICE PRESIDENT President-Elect and Treasurer.

Article VII, Section 6

Note: The language recommended for deletion already appears in Article VII, Section 2, and is a redundancy

Sec. 6. COUNCIL OF PAST PRESIDENTS: The Council of Past Presidents shall be composed of all Past Presidents, the Chairman of which shall be elected by the members of the

Council present at each Annual Convention. AND HE SHALL BE A MEMBER OF THE BOARD OF GOVERNORS. The Council may elect such other officers as may be determined expedient and proper.

Article VIII, Section 2

Sec. 2. The VICE PRESIDENT *President-Elect* shall perform the duties of the President in case of his absence or inability to act.

Article VIII, Section 5

Sec. 5. THE BOARD OF GOVERNORS shall have the care of the welfare of this Association and shall have authority to perform all acts or duties necessary for its benefit. It shall transact such business as shall arise between Annual Conventions and Mid-Winter Conferences and perform such other duties as shall be directed at any Annual Convention or Mid-Winter Conference. IT SHALL HAVE POWER TO FILL VACANCIES IN THE OFFICE OF PRESIDENT, VICE PRESIDENT, TREASURER, AND CHAIRMAN OF THE FINANCE COMMITTEE, OR AMONG ITS OWN MEMBERS, SUCH APPOINTEES TO HOLD OFFICE UNTIL THE END OF THE NEXT ANNUAL CONVENTION AND THEREAFTER UNTIL THEIR SUCCESSORS HAVE BEEN ELECTED OR APPOINTED AND HAVE ASSUMED OFFICE. No member of the Board of *Governors* shall be represented by proxy at any of its meetings. A majority of the Board of *Governors* shall constitute a quorum.

Article VIII, Section 6

Sec. 6. THE EXECUTIVE COMMITTEE shall be empowered to act for the Board of *Governors* and bind the Association in any situation or emergencies when, in the discretion of the Committee, it is impracticable to defer action awaiting the assembly of the Board of *Governors*. It shall report such actions to the Board of *Governors* at its next meeting. A majority of the committee shall constitute a quorum.

Article VIII, Section 7

Sec. 7. THE COUNCIL OF PAST

PRESIDENTS when requested shall, and on its own motion may advise with and give counsel to the Board of *Governors* or any officer or committee on any measure deemed to advance the good of the Association, and shall report through its chairman at all meetings of the Board of *Governors*.

Article VIII, Section 20 (first sentence)

SEC. 20. THE NOMINATING COMMITTEE SHALL SELECT CANDIDATES AT EACH ANNUAL CONVENTION FOR THE OFFICES OF PRESIDENT, VICE PRESIDENT, TREASURER, CHAIRMAN OF THE FINANCE COMMITTEE, AND MEMBERS OF THE BOARD OF GOVERNORS TO FILL EXPIRING TERMS OR VACANCIES.

Sec. 20. THE NOMINATING COMMITTEE shall select candidates at each Annual Convention for the offices of President-Elect, Treasurer, Chairman of the Finance Committee, and members of the Board of Governors to fill expiring terms or vacancies. The Committee shall also select a candidate for the office of President where the office of President-Elect has become vacant as described in Article VII, Section 1 (b) (1).

Article X

Delete existing Article X as ALTA has incorporated

SEC. 1. THIS ASSOCIATION MAY DETERMINE TO INCORPORATE AS A NON-PROFIT CORPORATION BY A VOTE OF TWO-THIRDS OF THE ACTIVE MEMBERS IN ATTENDANCE AT ANY ANNUAL CONVENTION.

Article XI

Renumber existing Article XI to become Article X

The By-Laws may be amended in whole or in part as follows:

Sec. 1. (a) A proposal to amend the By-Laws shall be submitted in writing to the Executive Committee or to the Board of *Governors* (addressed in care of the Executive Vice President) at least 120 days prior to any Annual Convention by either the By-Laws Committee or any five (5) members of the Asso-

ciation.

(b) Notice of any such proposed amendments, setting forth the text thereof, shall, after such submission, (1) be sent to each member not less than sixty (60) days prior to the next Annual Convention, and (2) be posted in a conspicuous place at such Convention no later than twelve o'clock noon on the second day of such Convention.

(c) Any such proposed amendment may be adopted by the affirmative vote of two-thirds of the active members in attendance at such Convention or any such proposed amendment may be amended in whole or in part at such Convention by like vote and adopted as so amended by the affirmative vote of two-thirds of the active members in attendance at such Convention.

Sec. 2. Unless otherwise specifically provided therein no amendments to or revisions of the By-Laws or any part thereof shall affect or change the term or tenure of office or the power or authority of any officer or any member or any committee or Board of this Association previously elected or appointed or the functions and powers of any such officer, committee, board or council.

Schmidt Awarded Citation



Edward S. Schmidt, vice president of Commonwealth Land Title Insurance Company, Philadelphia, receives a special alumni "Citation of Merit" for his "outstanding contributions" from the Charles Morris Price School of Advertising and Journalism.

PART V: ALTA Judiciary Committee Report

(Editor's note: Members of the ALTA Judiciary Committee have submitted over 500 cases to Chairman John S. Osborn, Jr., of the Louisville law firm of Tarrant, Combs, Blackwell & Bullitt, for consideration in the preparation of the annual Committee report. Chairman Osborn reports that 116 cases have been chosen for the report. For previous installments of the report, please see the February, March, April and July, 1973 issues of *Title News*.)

* * *

MORTGAGES AND LIENS

(Continued)

United States v. General Douglas MacArthur Sr. Vil., Inc., 337 F. Supp. 955 (N.Y. 1972)

D, a corporation, obtained a loan of \$1,774,000 from the Secretary of Housing and Urban Development for use in the construction of facilities on D's land in New York for senior citizens. As security for this loan, D gave the federal government a first mortgage on the land. Local taxes were not paid by the mortgagor. Treating this failure as a default, the government foreclosed. In its action, the United States argued that the mortgage lien had priority over the subsequent real estate tax lien under the choate lien test: i.e., the rule that under federal law the governing law, "the first in time is first in right."

Giordano et al v. Stubbs et al; and vice versa, 228 Ga. 75

The defendant sold an acreage tract by warranty deed, the original purchaser giving back a promissory note and deed to secure debt. The purchaser sold to a third party, who in turn sold the property to the plaintiffs, who thereafter sold the property again, the last purchasers giving plaintiffs a purchase money note and security deed, and assuming the original note and deed to secure debt as part of the sale price, as had each successive grantee before him.

The defendant wrote plaintiffs advising that the original note had been assigned to a bank, and directing them to mail check for next installment to the bank. After due date, the installment not having been paid, defendant's attorney wrote the original purchaser advising of non-payment and notifying him of defendant's intention to institute legal proceedings to recover the property under power of sale in loan instrument, and collect attorney's fees if the note should not be paid within ten days. Thereafter defendant procured a re-assignment from the bank and published due notice that the property would be sold at public sale. Two days after the sale date, plaintiffs sued to enjoin and annul the sale, complaining lack of notice. Denial of

motion by defendant for summary judgment was appealed.

Held: The trial judge erred in not granting motion for summary judgment of defendant. The security deed constituted a contract between defendant as grantee, and the original purchaser, as grantor, and its provisions control as to right of parties and their privies. Defendant complied with its terms in the advertisement for sale. As to plaintiff's claim that he was entitled to notice of exercise of the power of sale, the court ruled otherwise, stating that the plaintiff being in privity with the grantor in the deed to secure debt, he was entitled to no other notice than the advertisement in accordance with the provisions of the security deed. Quoting the U.S. Supreme Court, in upholding a prior Georgia case: "In the absence of a specific provision to that effect, the holder of a mortgage or trust deed with power of sale is not required to give notice of the exercise of the power to a subsequent purchaser or incumbrancer; and the validity of the sale is not affected by the fact such notice is not given. "The law imposes no duty upon a person holding a prior mortgage or deed of trust to notify one holding a similar subsequent or junior lien or encumbrance upon the same property of his intention to sell the property under his mortgage or deed of trust. All that is required of him is to advertise and sell the property according to the terms of the instrument, and that the sale be conducted in good faith."

PLANNING AND ZONING

The City of Chicago, Appellee, v. Exchange National Bank, et al, Appellants, 111. (1972)

The issuance of a certificate of occupancy for a 12-bedroom and 9-efficiency-unit building does not estop the city from enforcing its zoning ordinance which has been violated by the fact that the building in fact contains 21 bedroom apartments where it is not shown that the city had knowledge that the building was actually constructed in violation of the zoning ordinance.

Village of Willoughby Hills et al v. Corrigan et al, 29 Ohio St. 2d 39 (1972)

Airport zoning regulations, adopted with statutory authorization, and designed to reduce "airport hazards" may constitutionally be adopted as an exercise of the "police power" of the state, if such regulations are reasonably necessary to insure safety in landing and taking off and the safety of persons occupying or using the area.

When it is shown that the enforcement of any airport zoning regulation as to specific property will result in an unconstitutional "taking" of such property, a court may enjoin the operation of the airport zoning regulation as to such property, or may, whichever is more appropriate under the circumstances, direct the institution of eminent domain proceedings for the purpose of compensating the property owner for such "taking."

In answer to the contention of the village

that its constitutional right to enact and enforce zoning regulations had been infringed upon by the Airport Zoning Board, the court held that the provisions of the Ohio Constitution, giving to municipalities authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary, and other similar regulations as are not in conflict with general laws, does not preclude state action on a matter of state concern and that the safety and welfare of persons above and on the ground in the vicinity of airports is a matter of state concern. The statutory provisions authorizing the creation of airport zoning boards and defining their powers are not unconstitutional as conflicting with the "home rule" constitutional powers of municipal corporations.

Moore v. Mayor & C. of Statesboro, et al, 228 Ga. 619 (Georgia 1972)

No zoning case defining the term "residential purposes" had been decided in Georgia; consequently, the court construed such language in a zoning ordinance in the light of decisions involving restrictive covenants, and held that the ordinance in question did not prohibit the erection of apartments or multi-family residences. It further held that where proposed construction is in accordance with the applicable zoning ordinance, the defendants are not authorized to grant or refuse building permits in their discretion, but are under the duty to issue a building permit unless the proposed structure is a nuisance per se, which apartment houses and multi-family dwellings are not.

Marathon Builders Inc. v. Polengir, 283 Atl. 2d 617, 263 Md. 410 (Maryland, 1971)

Suit by grantee under a deed containing a covenant against encumbrances, against the grantor, contending that its inability to use the subject property results from an encumbrance thereon in violation of the covenant.

Held: Zoning and other ordinances and statutes concerned with the use of the land do not constitute an encumbrance on the land and their lawful impact upon that use does not result in a breach of the covenant against encumbrances.

REAL ESTATE BROKERS — CONTRACTS

Ferris v. Meeker Fertilizer Co., 482 P. 2d 523 (Ore. 1971)

After a written listing agreement expired, it was orally extended from May to August 7. The broker continued working with a prospective customer and was encouraged to do so by the seller. In November a written agreement was entered into which resulted in a sale to this customer in December. In a suit by the broker for a commission the defense was that the statute of frauds prevented an oral extension of the written listing.

Held: The general rule is that the time of performance specified in a broker's contract may be waived by the parties and under the

facts it could be considered that the authorization to the broker which had expired on August 7 had been impliedly extended by the action of the owner in approving and encouraging the broker to continue her efforts. Furthermore, the statute of frauds does not apply and the waiver did not have to be in writing.

Hunt v. Smallidge, 321 N. Y. S. 2d 825 (Sup. Ct. 1971)

Husband and wife, owners of a golf course, gave broker an exclusive listing, expiring January 31, 1969, to sell their property for \$750,000. The husband signed the agreement in the presence of the wife but she did not sign. Subsequently, on January 14, 1969, husband and wife gave a third party an option to purchase for \$725,000.

Held: The exclusive listing agreement bound the wife even though she did not sign, as she was present when her husband signed. While the option itself was a contingent agreement under which the optionee could accept or reject the purchase of the premises, the effect was to remove the premises from the market just as if an actual sale was made. The option bound the owners to the optionee and suspended their right to sell the premises to anyone else during the life of the option. Therefore, for all practical purposes, the option, when given, terminated the exclusive listing agreement between the owners and the real estate broker before the agreed expiration date. The broker was entitled to the full commission.

Symond v. J. Rolfe Davis, Inc., 245 So. 2d 278 (Fla. 1971)

Broker was retained to obtain tenants by the developer of a proposed shopping center under an agreement that the commissions were to be payable when the leases were executed. The broker obtained proposed leases from two tenants, but before the leases were signed the developer sold the shopping center to S. A few weeks later S entered into leases with both of these proposed tenants on substantially the same terms as those negotiated by the broker. The broker claimed S should pay the commission because, knowing of the efforts of the broker, he went ahead and made the leases himself, thus being unjustly enriched at the expense of the broker.

Held: S's knowledge of the broker's efforts was not enough to charge him with the obligation of paying the commission. There had to be some basis for an inference that S expected to pay for the broker's services or deliberately took advantage of the broker's efforts. The evidence indicates that S agreed to buy the shopping center on the condition that he be able to obtain the two specific leases. The inference is that the purchase price already reflected the services performed by the broker and thus S was not unjustly enriched.

RECORDING

Hanson v. Zoller, 187 N. W. 2d 47 (N. D. 1971)

The North Dakota recording system is based upon the use of a reception record, grantor-grantee index, and then a requirement for the keeping of a tract index. All three of these are provided for by statute in rather mandatory language. In considering the effect of errors or omissions in the tract index the court stated: "Prospective purchaser or encumbrancer has the right to presume that the register of deeds has performed his duties correctly and has indexed every instrument correctly in the tract index."

Since the tract index maintained by the register of deeds is the only practical index through which instruments on record can be located, instrument recorded but not indexed under the correct tract description in the tract index does not constitute substantial compliance with the recording statutes.

RESTRICTIONS

Cast v. National Bank of Commerce, 186 Neb 385 (1971)

A condition attached to a fee simple estate, otherwise valid, must be reasonable and not materially affect its marketability. If it materially affects marketability adversely, it is an indirect restraint upon alienation. A direct or indirect restraint on alienation, after a creation of a fee estate, is void and against public policy. (The court admits that the authorities are not in accord on this issue and this opinion overrules previous Nebraska decision. Since Nebraska adopted the Uniform Property Act in 1941, which act was intended to abolish the ancient common law technical rules, the court felt impelled to make the decision that public policy would be best served by preventing restraints on alienation, either direct or indirect.)

Falls City, Appellant v. Missouri Pacific Railroad Company, Appellee, United States Court of Appeals, Eighth Circuit, 453 Fed. 2d 771 (Neb. 1971)

This is a quiet title action between the city and the railroad. The city conveyed by deed the land in question to appellee's predecessor. The deed contained in part the following language: "Title to the land shall remain in said Railway as provided in Exhibit A, as long as the same shall be used for the purposes enumerated therein, and that in case it shall be abandoned for such uses according to the terms of said Exhibit A, then and in that event the title to said land shall revert to the City of Falls City, under the terms aforesaid."

The document referred to as Exhibit A was an agreement which had been made earlier, which provided the railway was to construct certain buildings and make other improvements on the land; and further provided the intent of the agreement was to furnish the railway a ground site for yards and building for a divisional terminal.

The city claims that in 1963 the railroad moved the divisional headquarters, violated the conditions, causing title to revert to the city. The railroad urges that the conditions

were not breached when its divisional headquarters were relocated.

Under recent Nebraska case law, a reverter clause establishing a defeasible fee is enforceable if it is not otherwise invalid as an unreasonable restraint on alienation. (*Cast v. National Bank of Commerce, et al.*, 186 Neb. 385, 183 N. W. 2d 485 (1971). The district court held in favor of the railroad, and the city appealed. The circuit court affirmed, and stated that applying the principles in cast to the conditional limitation in issue, the reverter clause is unenforceable as an indirect restraint upon alienation. In limiting the use of the property by the railroad to use as its divisional headquarters only the city, in practical effect, completely restricted alienation of the land to other grantees, and it unreasonably affects the marketability of land adversely. The circuit court then held that under Nebraska law the railroad holds an indefeasible estate in fee simple.

University Park Civic Association, Inc. v. Ansbacher, 259 So. 2d 748 (Fla. App. 1972)

A buffer strip was conveyed to the association with reverter clause effective in the event the land was no longer used for association purposes. The association did nothing with the land but just let it grow wild.

Ansbacher, seeking to enforce his reversionary rights, was denied.

The Court held that while the association might have developed the land for recreational purposes the fact that they did nothing did not mean that it was no longer serving an association purpose. In its wild state it was a very effective barrier between commercial development on the one side and residences of association members on the other side.

Huddleston v. Nebraska Jewish Education Society, 186 Neb. 786 (Nebraska 1971)

The court upheld the constitutionality of a statute providing that the possibility of reverter and rights of re-entry is barred after 30 years from the date of the creation of the condition or possibility of reverter.

Chesapeake Estates Improvement Association v. Foster, 288 Atl. 2d 329, 265 Md. 120

Bill of complaint to construe restrictions.

Held: A restriction providing that all lots shall be for residential use only and not for purposes of any trade or business whatsoever, prohibits the building of speculative and/or sample houses, also held that a restriction providing that no residence of a temporary character shall be permitted does not prohibit the erection of a permanently affixed, prefabricated, factory-built house which compares favorably in appearance, value, and size with most of the custom built houses in the subdivision.

Ball v. Hall, 274 A. 2d 516 (Vt. 1971)

In 1879 the grantor conveyed a parcel of land to the town on condition that if the town should ever use it for any other purpose than a high school it should revert to her heirs. The town built upon it and operated a high school until 1966, then leased it to the school district for use as an elemen-

tary school. The court of chancery decreed a reversion of the land.

Held: The buildings and other improvements did not revert with the land.

White v. Moore, 11 N.C. 1971)

A court-appointed commissioner announced at the sale that the lands would be sold subject to the restriction that no house trailers and no automobile junk yards would be located on the property. Plaintiff purchased one of the tracts at the sale and received a deed from the commissioner containing the above restrictive covenant.

The court of appeals held that a court appointed commissioner is empowered specifically to sell land and distribute proceeds to the appropriate parties. He has no power to insert restrictive covenants unless he is ordered to do so in the order of sale by the clerk.

In this case, the restrictions were deemed void and the purchaser at the sale was permitted to transfer title free and clear of the restrictive covenants.

Dillard v. Earnhart, 457 S. W. 2d 666 (Mo. 1970)

Plaintiff brought action to set aside a deed of trust, or, in the alternative, for damages for breach of warranty against encumbrances.

Held: Where grantee had intention to release deed of trust, but was unable to produce the note secured by deed of trust as required by statute, the existence of outstanding deed of trust constituted technical breach of covenant against encumbrances, but the purchaser may recover only nominal damages.

Leverson v. Laird, 190 N. W. 2d 427 (Iowa, 1971)

Equitable action to enjoin building on vacated tract in asserted violation of restrictive covenants filed with plat dedication. The district court granted an injunction and defendants appealed. The supreme court held that where 38 of 40 lots in two subdivisions had frontages of 100 feet or more and two exceptions were 90 feet in width, restrictions were designed to prevent building on plats smaller than 90 to 100 feet and vacation of 60 foot street created a parcel which was only two-thirds or less the size of other lots in the subdivision, defendants' proposal to place home thereon which would take up 50 feet of frontage was the very situation platting was designed to prevent, and the building would properly be enjoined.

Next: Restrictions (Cont.) and Taxation

MARKETING — Continued from page 5

that appeared to be there; but the question is, did it show all the market that could have been?

As Arnold C. Schumacher aptly pointed out in his article, "Title Evidence Market Outlook: 1971-80", published in *Title News*, September, 1972, (pp. 4-5), the volume of residential housing is definitely going to expand in the next seven years. There is a built-in growth potential from more construction and a very mobile public causing more transactions. A higher inflation assures higher selling prices of homes and, consequently, higher revenues in the rate columns for the title companies. However, expenditures are growing also. Costs of production are rising, and the need for more accurate information from the market is becoming more apparent. Because of the complexity of the product, personnel of the necessary caliber are receiving higher wages.

Product research and development in conjunction with active marketing techniques can help make a good system better. There are many fields where the resources of the title and abstract companies can be of great service. In actuality, one of their functions is that of indirect consumer protection, but there has been little done in expanding that concept. The possibility of additional services that can be offered to the user, customer, and consumer should command the utmost attention. The establishment of marketing departments or the employment of marketing agencies will allow the gathering of new data that can open new vistas and expand production levels.

GENUINE Engraved Stationery **FREE DIES AND PROOFS**

LETTERHEADS
\$23.00 FOR 1000

BUSINESS CARDS 1000 FOR 19.00
BUSINESS ANNOUNCEMENTS 500 FOR 37.00
RUBBER STAMPS - 90¢ PER LINE - OVER 3" \$1.40 PER LINE
NOTARY OR CORP. SEALS - HAND OR DESK \$8.95

Write for FREE PROOF TODAY

DEWBERRY ENGRAVING CO. | WORLD'S LARGEST ENGRAVER
3201 So. 4th AVE., BIRMINGHAM, ALA. 35222



NELTA Convention Emphasizes Federal, State Legislation

Addresses by Congressman Stewart B. McKinney of Connecticut, member of the House Committee on Banking and Currency, and by Governor Thomas P. Salmon of Vermont were among highlights at the Fourth Annual New England Land Title Association Convention June 7-9 at Stratton Mountain, Vermont.

In his remarks, Congressman McKinney criticized Congressional leaders and the Administration for slowness in presenting housing legislation this session. He said House Banking Committee Chairman Wright Patman of Texas has indicated the Committee will not take up housing legislation until Administration housing program recommendations are submitted to Capitol Hill (which reportedly will be this September).

Congressman McKinney told NELTA members that possible federal regulation of settlement charges remains a serious matter for the land title industry. He suggested that those in the land title business propose "concrete alternatives" to such federal regulation.

Governor Salmon discussed Vermont Act 250, a land use law requiring building and operating permits for developments in the state; under this law, a state permit can be revoked during any stage of development.

Elsewhere on the Convention program, Schuyler Jackson of the Vermont Agency of Environmental Conservation during a panel discussion suggested that Act 250 permits be filed in public

records along with other land title evidence.

ALTA Director of Public Affairs Gary L. Garrity presented an update on national activities of the Association and said ALTA members are prepared to support legislation in the

Ninety-Third Congress that will remove all federal authority to regulate settlement charges and leave this function to the states. He said copies of the recently-approved ALTA Revised Model Title Insurance Code have been sent to all members of the National Associa-



Photographs from a highly successful 1973 Annual Convention of the New England Land Title Association include a view (top left) of Congressman Stewart B. McKinney (center) of Connecticut, member of the House Committee on Banking and Currency, visiting with new NELTA President Robert G. Bannon (left) and ALTA Director of Public Affairs Gary L. Garrity. At top, right, Vermont Governor Thomas P. Salmon tells NELTA members about that state's Act 250, a land use law requiring building and operating permits for developments. In the lower view, NELTA members find conversation pleasant during a break in Convention activity.

Pleasant Visit for ALTA, PLTA Dignitaries in Pennsylvania



Finding time for a pleasant visit during the recent Annual Convention of the Pennsylvania Land Title Association in Lancaster are (left to right) William J. McAuliffe, Jr., ALTA executive vice president, and Mrs. McAuliffe; Joseph J. Hurley, PLTA president and Mrs. Hurley; and James O. Hickman, ALTA president, and Mrs. Hickman.

tion of Insurance Commissioners, who are expected to consider an NAIC Model Code at a meeting this December in Las Vegas.

Two excellent panel discussions were among Convention features. Besides Jackson, participants in the panel on environmental acts and title included Theodore Moss of Security Title and Guaranty Company, New York, and Donald E. Gartrell and Peter G. Rich, attorneys from Concord, New Hampshire, and Portland, Maine, respectively. Participating in a panel on "title trials and tribulations" were Bruce H. Zeiser of Lawyers Title Insurance Corporation, Boston; Arthur L. Eno, Jr., attorney, Lowell, Massachusetts; Irving Morgenroth of Commonwealth Land Title Insurance Company, Philadelphia; Robert L. Redniss, surveyor, Stamford, Connecticut; and George V. Steiner, attorney, Society for Savings, Hartford, Connecticut.

Robert G. Bannon, Security Title, Hartford, was elected new NELTA president during the Convention. Other newly-elected officers are Burton A. Steen, Chicago Title Insurance Company, Boston, vice president; Donald C. Holden, Pioneer National Title Insurance Company, Stamford, vice president; Francis E. Mullen, Rhode Island Title Insurance Agency, Inc., Prov-

idence, secretary; C. Willis Thompson, Commonwealth, Providence, treasurer; and Henry R. Kellermann, Lawyers Title, Bridgeport, Connecticut, J. Paul Giuliani, attorney, Montpelier, Vermont, and Steiner, all Executive Committee members.

Completes ABA Service



Hewen A. Lasseter, (above) senior vice president, Lawyers Division, American Title Insurance Company, Miami, has recently stepped down as chairman of the Standing Committee on Membership of the American Bar Association. Lasseter was first appointed to the seven-member committee in 1964. He became chairman of the committee in 1967 and has retained this position for the past six years.

Home Buyer Facts In NELTA Folder

The Real Estate Team, a home buyer education folder for use in approved attorney title insurance areas, has been developed as a public relations project of the New England Land Title Association.

Within the folder are concise descriptions of the roles of the real estate broker, the attorney, the mortgage banker, the title insurance company, and the surveyor in a home buying transaction.

A sample passage from the folder reads: "After selecting a home and reaching an informal agreement with the seller as to price and other details, and before signing *any* document, consult your attorney as to the next step, which will ordinarily be the signing of a contract of sale and payment of a deposit".

In addition, the folder states: "The difference between the attorney certification and title insurance is that the title insurance company insures not only the attorney's search of what has been found on the land records, but against many items that there is no way of finding out about or that would not appear on the land records. . . ."

The text of the folder closes with the reminder that "peace of mind is yours because you utilized the real estate team".

A scenic four-color process cover photograph showing a farm in the Vermont countryside and inside cover cartoons add to the physical interest of the folder.

Distribution to the home buying public is being handled through individual NELTA members.

Any ALTA member wishing a complimentary copy of the folder is invited to write NELTA Public Affairs Chairman T. Raymond Pearson, Security Title and Guaranty Company, 322 Main Street, Stamford, Connecticut 06901.

TEXAS ABSTRACT PLANTS for lease or sale. For further information, please write Box A, Title News, American Land Title Association, 1828 L Street, N.W., Washington, D.C. 20036.

names names in the news names

American Title Company has promoted **Edwin D. McCrory**, president and chairman of the board, to board chairman emeritus; **J. W. Bartram**, executive vice president and a director, to president; and **Roland M. Chamberlin, Jr.**, senior vice president and a director, to executive vice president.

* * *

Sidney K. Holden has been named vice president and manager of American Title Insurance Company's central title division office in St. Petersburg. **J. W. Jones** has been assigned to the home office agency division staff.

* * *

Burton Abstract and Title Company has appointed **Robert J. Wilson, Jr.**, divisional vice president, to direct the company's entire Michigan division.

* * *

Commonwealth Land Title Insurance Company has promoted **William Brown** and **William E. Schmidt** to title officers and **Thomas J. Logue** to assistant title officer.

* * *

Chicago Title Insurance Company has assigned **Robert C. Bates**, executive vice president, responsibility for the company's Illinois title operations. **G. Allan Julin, Jr.**, executive vice president, has been assigned new responsibilities as part of the president's office—including special corporate-wide projects, coordinating development of title operations outside the United States, consumer relations and senior level civic and community assignments. Other CTIC changes include **Richard L. Martin** assuming additional responsibility for regional title operations in DuPage, Lake, Will, Kane and DeKalb Counties (Ill.). **Russell P. Sedgwick** retains regional responsibility for all title operations in Illinois excluding the counties assigned to Martin.

* * *

Industrial Valley Title Company has



HOLDEN

JONES

WILSON

BROWN



SCHMIDT

BATES

JULIN

SHEVORY



BEERER

GIBSON

JOYNER

McROBERTS



VAN BUSKIRK

EICKHOFF

KEYES

STARRETT



GIOVINAZZO

SETHER

BURGE

HAUSER

appointed **Edward O. Shevory** manager and title officer of the Doylestown office and **Jonathan G. Beerer** manager of the Chestnut Hill office.

* * *

Charles E. Gibson recently joined Mississippi Valley Title Insurance Company as a vice president in the underwriting department.

* * *

William R. Joyner has been appointed manager of the northeast division of Southwest Title Insurance Company with headquarters in Richmond (Va.).

* * *

Lawyers Title Insurance Corporation has elected **Richard L. McRoberts** assistant vice president in its Richmond (Va.) headquarters. In its Indianapolis office, the company has promoted **William S. VanBuskirk** to assistant vice president—sales; **John T. Eickhoff** to Indiana state counsel; **William H. Keyes** to branch counsel and **Michael J. Starrett** to senior title attorney.

* * *

Frank J. Giovinazzo has joined Title Insurance and Trust Company and Pioneer National Title Insurance Company as controller.

* * *

Title Insurance and Trust has named **Marvin M. Gergen** assistant vice president, Los Angeles division; **James L. Clark** trust officer; **Robert G. Sether** manager, investment department; and **Philip W. Burge** assistant manager, investment department.

* * *

Pioneer National Title Insurance Company has named **Thomas J. Higgins**, **Lawrence A. Newland** and **John S. Williamson** vice presidents. Higgins is manager, business development, Cook County (Ill), north central division. Newland is personnel director, TI and PNTI, home office. Williamson is agency service manager, northwestern division.

* * *

Robert J. Hauser, Jr., has been named manager of Security Title and Guaranty Company's New Haven (Conn.) branch office.

District-Realty Honors Fitzgerald, Donohoe for Service



E. Spencer Fitzgerald, (left) president, and W. Oliver Donohoe, (right) senior vice president, of District-Realty Title Insurance Corporation, were honored recently for their 50 years of service with that company. Both men entered the land title industry in 1923 with the former District, Lawyers and Washington Title Insurance Company, one of the predecessor companies to District-Realty.

Commonwealth Conducts Housing Sale Survey

Three out of five real estate brokers in the Delaware Valley (Pennsylvania) area expect housing sales this summer to be the same or better than a year ago, according to a survey conducted by Commonwealth Land Title Insurance Company.

Nearly 43 per cent of the brokers responding indicated they expect the number of residential sales this summer to increase over last year. The increases expected average 13.1 per cent. Another 20 per cent of the brokers said they be-

lieve sales will be at least equal to last year.

Not all brokers surveyed are optimistic. Some 37 per cent of the respondents said they expect the number of sales to decrease this summer. On the average, they expect sales to be down about 10 per cent.

Reasons given for the expected drop-off in sales ranged from shortage of listings to uncertainty over the economy and effects of Watergate. Only a few considered high prices to be a deterrent.

Martins Ride to Retirement Luncheon in Style



Melbourne L. Martin, senior vice president, secretary and general counsel for American Title Insurance Company, and Mrs. Martin are pictured with the Rolls Royce which transported them to Martin's recent retirement luncheon in Miami. Martin is past president of the Dade County Bar Association, Florida Land Title Association and Florida Association of Insurance Companies, Inc., and is listed in *Who's Who in America*.

meeting timetable



1973

August 6-9, 1973

American Bar Association Annual Meeting
Sheraton-Park Hotel
Washington, D.C.

August 22-25, 1973

New York State Land Title Association
Whiteface Inn
Lake Placid, New York

August 23-25, 1973

Minnesota Land Title Association
Quadna Mountain Lodge
Hill City, Minnesota

August 24-25, 1973

Kansas Land Title Association
Wichita Holiday Plaza
Wichita, Kansas

September 6-8, 1973

Ohio Land Title Association
Salt Fork Lodge
Cambridge, Ohio

September 13-14, 1973

Wisconsin Land Title Association, Inc.
The Dome Resort
Marinette, Wisconsin

September 13-15, 1973

North Dakota Land Title Association
Westward Ho Motel
Grand Forks, North Dakota

September 14-16, 1973

Missouri Land Title Association
Hotel Muehlebach
Kansas City, Missouri

September 20-22, 1973

Nebraska Land Title Association
Villager Motel
Lincoln, Nebraska

September 30-October 4, 1973

ALTA Annual Convention
Century Plaza
Los Angeles, California

October 22-24, 1973

Mortgage Bankers Association of America
New York Hilton, and the Americana
New York, New York

October 26-27, 1973

Carolinas Land Title Association
Foxfire Inn
Pinehurst, North Carolina

October 28-30, 1973

Indiana Land Title Association
Atkinson Hotel
Indianapolis, Indiana

November 2-3, 1973

Land Title Association of Arizona
Francisco Grande Hotel and Motor Inn
Casa Grande, Arizona

November 7-10, 1973

Dixie Land Title Association
Sheraton-Biloxi
Biloxi, Mississippi

November 9-15, 1973

National Association of Real Estate Boards
Sheraton Park, and Hilton Hotels
Washington, D.C.

December 5, 1973

Louisiana Land Title Association
Royal Orleans
New Orleans, Louisiana



Landex

TITLE INFORMATION MANAGEMENT SYSTEM

- Automated title plants
- Cartridged microfilm systems
- Plant-building services
- Automation feasibility studies

LANDEX systems and services are designed with the help of title people to serve the information-management needs of the title industry. May we tell you more? Check the topic above that interests you, clip this advertisement, and send it with your business card to—

Donald E. Henley, President
(213) 990-2130



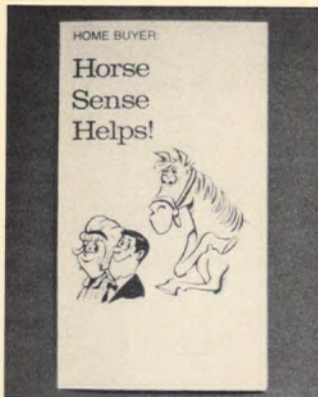
INFORMAT A INC

SPECIALISTS IN INFORMATION MANAGEMENT / 17258 VENTURA BOULEVARD, ENCINO, CA 91316

Tell Your Story More Effectively

. . . with these ALTA Educational Aids

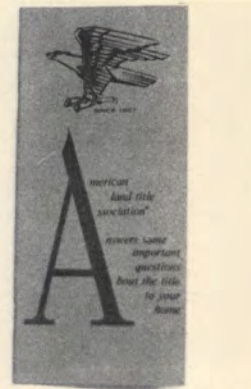
(All orders plus postage; write Business Manager, ALTA, 1828 L Street, N.W., Washington, D.C. 20036)



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.



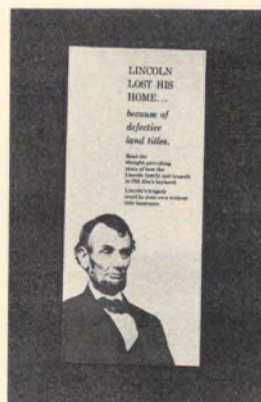
CLOSING COSTS AND YOUR PURCHASE OF A HOME. A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, \$2.25 per dozen; 12 or more dozen, \$2.00 per dozen.



AMERICAN LAND TITLE ASSOCIATION ANSWERS SOME IMPORTANT QUESTIONS ABOUT THE TITLE TO YOUR HOME. Includes the story of the land title industry. \$16.00 per 100 copies of the booklet.



THINGS YOU SHOULD KNOW ABOUT HOME BUYING AND LAND TITLE PROTECTION. Folder designed for No. 10 envelope includes a concise explanation of land title industry operational methods and why they are important to the public. Narration provides answers to misinformed criticism of the industry. \$5.75 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.



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

