

Desk Copy

Title News

the official publication of the American Land Title Association



Microfilm
Conversion
And Cost

February, 1974



A Message from the President-Elect

FEBRUARY, 1974

How does it feel to be back to "normal" again? That's right! The housing starts of over 2 million apparently will not materialize this year. But remember when we thought anything near the figure of 1.5 million starts was a very good year? It was only three or four years ago.

Traditionally, in our business, the first few months of each year were slack. A time to take inventory, work on the title plant, and generally put our house in order for the rest of the year when business would again resume its "normal" tempo. We felt the year ahead would somehow always be bright because spring, summer and fall were yet to come with increased construction of homes, buildings, the outpouring of mortgage funds, the erection of utility lines and poles, or laying of pipelines within recently acquired rights of way, all of which necessitated the use of title evidence.

Will this year be the same? I don't know. Look back to the early months of 1969 or 1970—were you positive of what that year would bring at that point in time? I don't believe so. With the violent swings of our economy in the last year, who can really predict what's ahead.

In spite of what the year will bring, we should continue to sell ourselves, our company, and services to our customers. If times are slow, this is not the time to forget our good friends and customers. We are easily forgotten unless we keep up our contacts and continue to help our customers with whatever title problems they may have at this time.

A builder may be looking for hard-to-find building sites; a Realtor may be trying to get additional listings, or other information; banks, savings and loan associations and other mortgage lenders are having various problems in this present mortgage market; the attorney may be requesting additional services or help from us regarding liens or solving mortgage or money problems of his clients. In this present economic situation, there are many times and places where we can be of service to our customers if we are imaginative and make a sincere effort.

Our business future is naturally based upon economic facts, conditions and realities; but, emotions and psychology also play a major role. If we think and act positively, we will get positive results. If we think, talk and act pessimistically about the present and future, this influences those around us. Such waves spread to engulf others, which can result in stifling projections on ambitions of other business associates, customers or friends. Witness the rise and fall of the stock market—sometimes on an emotional basis.

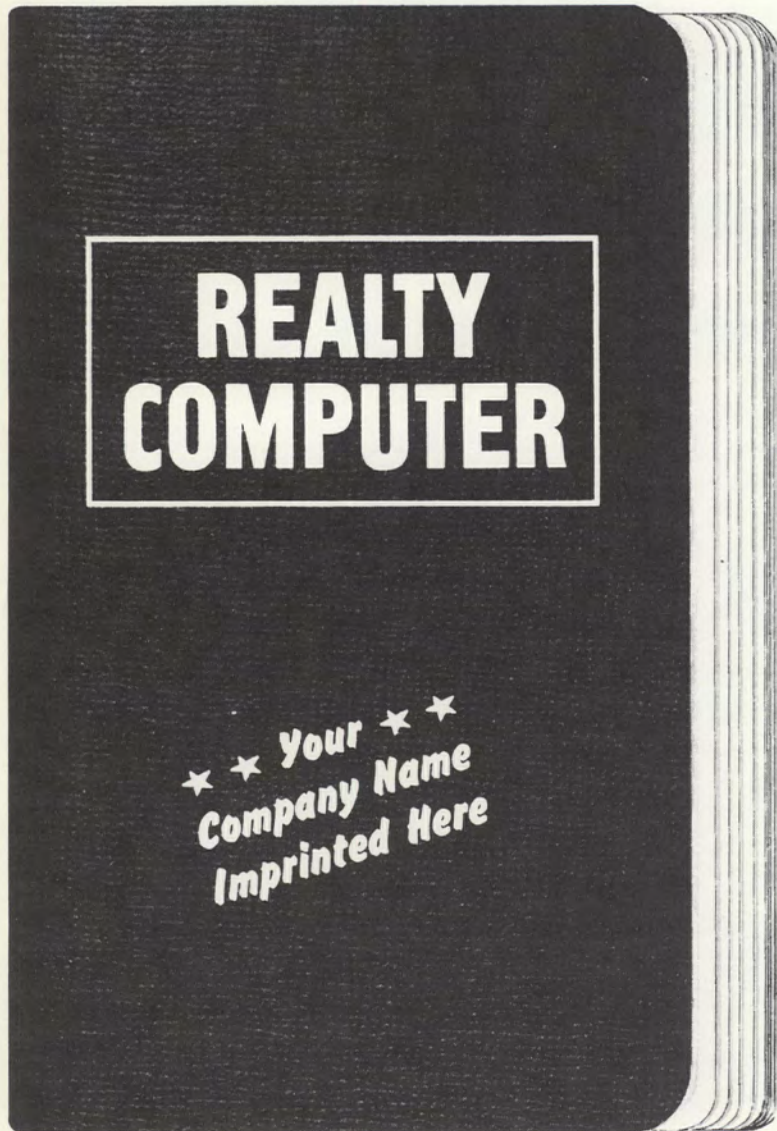
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Sincerely,

Robert J. Jay

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Planning for the 1974 ALTA Mid-Winter Conference is in the final stages. Latest guest speaker to accept an invitation is Dr. Oliver H. Jones, executive vice president, Mortgage Bankers Association of America, who will discuss the national outlook with regard to such topics as housing legislation, environmental controls, and land use.

Accepting earlier were guest speakers William T. Finley, Jr., Washington attorney, who will comment on current federal settlement regulatory legislation; and Dr. Irving H. Plotkin and Dr. Nelson R. Lipshutz, Arthur D. Little, Inc., who will discuss measuring and justifying title company profitability.

ALTA members and guests attending the Conference March 6-8 will find themselves in an extensively renovated Fairmont-New Orleans, a hotel formerly known as the Roosevelt.

* * *

Shooting was completed in January in the Los Angeles area for a new ALTA film being developed by the Association Public Relations Committee for the purpose of emphasizing land title services. Locations included a house originally built in 1917, the headquarters building of Title Insurance and Trust Company, and a computerized title plant jointly owned by California Land Title Company, Chicago Title Insurance Company, Lawyers Title Insurance Corporation, Los Angeles Land Title Company, and West Coast Title Company. Title company employees are among actors in the film, which will be released later this year. On hand during the shooting were Philip B. Branson, Committee member, and ALTA Director of Public Affairs Gary L. Garrity.

* * *

ALTA Committee activity is gathering momentum in 1974. January meetings have included the Association Standard Title Insurance Forms Committee, chaired by Marvin C. Bowling, Jr.; Committee on the Commission on Uniform Laws, chaired by Robert Kratovil; and Planning Committee, chaired by Mrs. Mary C. Feindt. ALTA Executive Vice President William J. McAuliffe, Jr., attended the aforementioned first meeting as staff, with Association Director of Research Michael B. Goodin attending the latter two in staff capacity. Goodin also attended the January National Association of Home Builders Convention in Houston.

* * *

Recent mailings from the ALTA Washington office include the Association's 1974 *Directory and Manual of Organization*.

* * *

TIPAC, the recently-formed Title Industry Political Action Committee made up of individuals interested in supporting Congressional candidates with views compatible to those of the industry, has sent a brochure to industry personnel explaining its objectives and inviting membership.

* * *

The total number of ALTA educational publications requested by the public and purchased by Association members for distribution exceeded 61,000 in 1973 for a new all-time record, according to Association Director of Public Affairs Gary L. Garrity. ALTA publications are developed by the Association Public Relations Committee, chaired by William H. Thurman.



Title News

the official publication of the American Land Title Association

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ON THE COVER: Ms. Rosetta White, employee of SAFECO Title Insurance Company, San Bernardino, Calif., inserts a 16 mm cartridge into a converted reader/printer. For the story of cost investigation before this conversion to a cartridge microfilm system, please turn to page 4.

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Investigating Costs Before Conversion To A Cartridge Microfilm System

Will a cartridge microfilm system repay the costs of converting to cartridges?

Here is how one title company worked out the answer to that question before making a decision to convert.

As an employee of SAFECO Title Insurance Company, San Bernardino, California, I recently surveyed the advantages and disadvantages of open reel microfilm versus microfilm in cartridges. I was able to make some positive, functional comparisons of the two systems.

Our present film library is on open reels, part of it on 16mm film, the rest on 35mm. We have two 3M 400 reader/printers and one 3M 500. In my survey I compared the most widely used microfilm reader/printer equipment currently on the market, and a relatively new line of cartridge equipment manufactured by Information Design, Inc. This equipment is marketed to the title industry by Informata, Inc., of Encino, Calif.

Cartridge Equipment

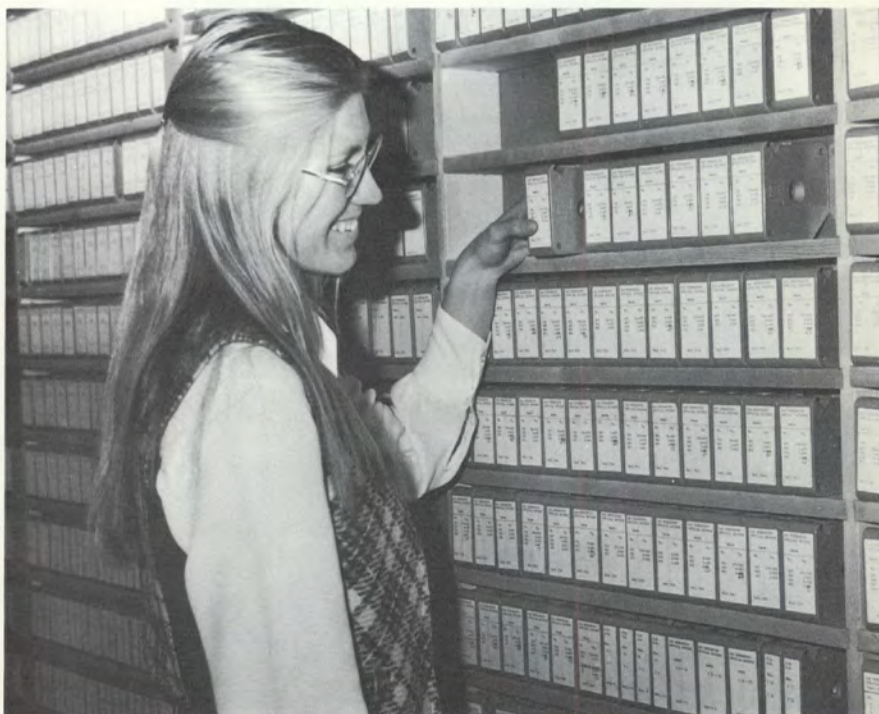
The key item in this cartridge system is a converter, that replaces the original film-drive mechanism on the reader/printer. The converter costs \$595 (less in quantities), is easily installed, and fits readers and reader/printers of several makes.

Because the converter is motorized, it does not depend on the drive system

of the reader or reader/printer. Our present 3M 500 microfilm reader/printer cost is approximately \$2,788.00 with lens and a full-sheet/half-sheet feature. The motorized converter would permit one to use a 3M 500F *microfiche* reader/printer, which costs approximately \$1,500.00 because a fiche machine requires no film-drive system.

The converter carries a six month warranty, after which a maintenance agreement at \$57.00 per-year per-converter is available. Also, Informata will sell an "on the shelf unit" for \$390.00 for temporarily replacing a converter that is down. This option is available with or without the service agreement.

Land title industry users of this



Ms. Debbie Switzer selects a 35 mm microfilm cartridge from file.



Author William Sandford inserts 35 mm cartridges into converted 3M 500 reader/printer.

equipment in Orange County (Calif.) told me that maintenance was such a minor problem with the converter that they performed their own.

I examined a converter as to potential mechanical trouble and found it to be of simple construction. Few parts are subject to stress and wear. All gears are nylon, and no parts require oiling or greasing. The only parts that look like possible trouble are the switches (two of them) and a rubber drive belt. The switches, like all parts, can be obtained from the manufacturer. The motor and drive belt are of sewing machine type and can be obtained locally from a sewing machine outlet. A person with a little mechanical knowledge will find all parts can be replaced in-house. Or the work can be handled by a local appliance repair shop. My feeling is that the \$57.00 per-year maintenance agreement is not required, but that the on-the-shelf unit should be purchased to eliminate down time if a converter needs repair.

Cost of Conversion to Cartridges

The costs quoted here are based on quantity purchase, assuming that other branches join us in the conversion. If such is not the case, the total equipment cost will increase.

Conversion to the cartridge system from this branch would require the following equipment:

- A. Three converters—one for our 3M 500 and two for our 3M 400's. Converters were priced at \$547.40 each for a total of \$1,642.20.
- B. 3,700 35mm cartridges at \$1.45. Total: \$5,365.
- C. 1,150 16mm cartridges at \$1.02. Total: \$1,173.
- D. 1 back-up converter at \$390.00.

The above expenses total \$8,570.20. The cartridges specified will convert our entire library and cover our expected growth for 18 months. Storage of the cartridges would present no problem as

they are the same size as the boxes presently in use.

Cartridges are loaded on a special piece of equipment which can be purchased from Informata for \$190.00. Informata has agreed to loan this machine to us for our initial loading. Further loading on a small scale can be done on one of the converters. The initial loading would occupy a clerk for approximately one month. The work consists mainly of splicing new leaders and trailers onto the film rolls.

Problems Eliminated

This survey underscored certain difficulties that beset open-reel microfilm, not only here in San Bernardino but in other branches and title companies that use open reels. In most cases these problems are eliminated by the proposed cartridge system. In the paragraphs below, I have outlined a number of the most common problems eliminated.

Film and lenses are scratched because users fail to raise the gate while running the film. In the last two years we changed two glass platens due to this scratching. The cost was \$21.54, and because this is misuse, it is not covered under the maintenance agreement. The cartridge converter, on the other hand, features a film gate that opens automatically whenever the film moves.

At times, film is reversed by users who run the entire roll onto the take-up reel instead of rewinding. This means lost time for the next user. With the cartridge this can never happen. Film cannot be removed from the machine until the entire reel has been rewound.

Life expectancy of reel film is shortened by handling and by the accumulation of body oils that collect dirt and create smudges. With the cartridges, film is never touched by users.

Reel film is subject to breakage caused by mishandling, touching, leaving the gate down, dropping a reel, or allowing the film to flap upon rewinding. Frequently many splices are needed on one reel of film. The older the film the greater

Continued on Page 15

Saving of 25 Per Cent in Gasoline Use A Major Energy Crisis Objective

by
ARCH N. BOOTH
Chief Executive Officer
Chamber of Commerce
of the United States



Early indications show that our voluntary conservation efforts are helping to ease the fuel shortage. We've gotten some breaks, too: So far the winter weather has been milder than usual in many parts of the country. And there seems to be some oil "leaking" through the Arab blockade.

All of this taken together means we may be able to squeak by without resorting to gasoline rationing, though not—repeat, not—without inconvenience.

It is very important that Americans understand the inconvenience is being shared as equally as possible, especially between the business and consumer sectors of the economy.

As you know, the Administration has wisely decided to try to protect heavy industry from the effects of the fuel shortage, so that jobs and essential raw materials remain available. That move can easily be misinterpreted, however. And as you also know, there are plenty of irresponsible "spokesmen" doing just that—telling the public the energy crisis is a big business plot against the people.

To combat that kind of misinformation—as well as to help conserve energy—it is essential that businessmen pitch in to the maximum extent possible.

Businesses have already been asked to lower their thermostats and eliminate nonessential lighting.

The next step is to cut down on gasoline usage.

The best fuel figures available are informed estimates, subject to change with changing conditions. They do not all agree, but most fall within the same range, and most indicate the same trends.

Right now, the best estimates I know of on gasoline supplies show there will be somewhere between 20% to 30% less gasoline available than we would use under normal circumstances.

This shortage will continue even after the end of the Arab embargo, although the percentages will probably change.

Let's split the difference, then, and say that 25% less gasoline usage is the target.

The National Chamber is sponsoring a campaign asking everyone—businessmen and consumers—to cut down by that much. The theme is "SAVE, AMERICA—SAVE 25%."

Businessmen can do more of their buying and selling by phone, instead of in person. They can consolidate deliveries, or pool delivery services with other businesses. And they can help employees form car pools, hold gas-saving contests, etc.

Computers can be a big help in setting up a large company's car pool system. Some banks and other firms are donating computer time. Ask.

Local chambers can get involved by serving as clearing-houses for energy-saving ideas and by looking around to see where the community can save energy. For example, traffic light synchronization has a gasoline saving potential in many areas, since stop-and-go driving is wasteful.

Whatever you do, don't keep it a secret! Let people know what you're doing to conserve energy. Tell them what they can do.

As individuals, we can take the bus or a car pool two days a week. Or leave the car in the garage over the weekend and walk or cycle. We can plan our shopping carefully, to do as much as possible in one trip, over the most efficient route. And we can form "social car pools" to pool shopping and recreational trips.

All drivers can maximize gas mileage with a few simple tricks:

- Keep the engine properly tuned. Bad points, plugs, or timing can waste an enormous amount of gasoline.

- Feather-foot it on the accelerator pedal. Quick acceleration and stop-and-go driving waste gas. Smooth is best.

- Inflate the tires properly. Soft tires waste gas.
- Don't idle your engine for long periods. Not even when cold. It's actually better for the engine to let it warm up under a moderate load.

It all adds up. When it all adds up to 25%, you'll have done your share.

Part I: ALTA Judiciary Committee Report

(Editor's note: Members of the ALTA Judiciary Committee have submitted over 450 cases to Chairman John S. Osborn, Jr., of the Louisville law firm of Tarrant, Combs, Blackwell & Bullitt, for consideration in the preparation of the 1974 Committee report. Chairman Osborn reports that 98 cases have been selected for publication in this year's report. The remainder of the report will be published in future editions of *Title News*.)

* * *

ABSTRACTS

Williams v. Polgar, 43 Mich. App. 95

Plaintiff purchased property from one of the defendants and was furnished by said defendant an abstract of title which omitted a deed to the county road commission conveying part of the premises. The issue presented was whether the abstractor, another defendant in the case, was liable to plaintiff, a person with whom the abstractor had no privity of contract.

The Court stated the majority rule in this country is that an abstractor is not liable for defects in an abstract to a person with whom he has no privity of contract. However, this majority rule was not followed and the abstractor was found liable. The Court held that the faulty preparation of an abstract was a tort in addition to a breach of contract and found liability on a tort theory.

This case is being appealed to the Michigan Supreme Court.

Reid v. Dayton Title Co., 31 Ohio Misc. 275 (Dayton Municipal Ct. 1972)

A title report made in May 1965, certified that there were no unreleased living judgments. There were, in fact, three which were discovered in September, 1968. Plaintiff paid \$893.88 for releases and then brought suit

against the abstract company and later against the insurer under an Abstractor's Indemnity Policy. The policy was for three years ending July 15, 1966. The insurer agreed to indemnify against liability and costs in respect to any claim made against the insured during the subsistence of the policy by reason of any negligent act, error or omission whenever the same was or may have been committed.

The question here was whether the insurer was liable under a policy in effect when the error was made, but which had terminated when the error was discovered.

Held: No liability. The Court discusses the distinction between "discovery" and "occurrence" type policies. In one, it is the occurrence which triggers liability, as an automobile policy; and, in the other, it is the discovery and notice of claim which triggers liability. The policy here was the discovery type. It provided for reimbursement for claims made while the policy was in effect no matter when the negligence or error occurred. It did not cover an error made while the policy was in effect but discovered after expiration. The Court said that if the policy had been renewed, the error discovered in 1968 would probably have been covered.

ADVERSE POSSESSION

Jeffus v. Coon, 484 S.W. 2d 949 (CCA Texas Tyler 1972)

This was an action in trespass to try title. Plaintiff proved a regular chain of title through the introduction in evidence of properly executed and recorded instruments conveying the land in question from the Sovereign Mexico to himself with the exception of conveyances between 1857 and 1877.

There was evidence of the burning of the courthouse during the year 1865 which destroyed a portion of the Deed Records. Therefore, there was a missing link in the title from 1857 to 1877, being 110 to 90 years prior to the institution of this suit in 1967.

The Court found for the Plaintiff.

The Court applied the doctrine of presumption of the execution of a deed.

The Court pointed out that in applying such doctrine, there must be some evidence tending to prove acquiescence by the apparent owner in the claim of the adverse party. In this particular case, there was nothing of record in Houston County showing that any of the defendants, or their ancestors, had ever asserted any title to the land in question. It was held that such non-assertion in many cases was sufficient to prove acquiescence.

Another element which was pointed out by the Court was that where the ostensible owner resided in the immediate vicinity of a tract of land over which another party was exercising open and notorious dominion and control, knowledge of such dominion and control may be thereby imputed to the owner. In this case, some of the defendants had been living close to this property for many, many years.

Messersmith v. Klein, 203 N.W. 2d 443 (Neb. 1973)

A prescriptive right to property being used by permission cannot arise until ten years after it has been brought home to the owner in some plain and unequivocal manner that the person in possession is claiming adversely to him. To establish a prescriptive right to an easement, it must have been exercised under a claim of right. A use by express or implied permission or license cannot ripen into an easement by prescription.

AIR SPACE

People ex rel. Hoogasian v. Sears Roebuck & Co., 52 Ill. 2d 301, 287 N.E. 2d 677 (1972)

Suit to enjoin defendant from completing construction of a 110 story building in the City of Chicago, charging that when completed the building would constitute a nuisance and that distortion of television reception would depress property values in the areas involved. The Trial Court granted a motion to dismiss the complaint.

Held: Affirmed. The disruption of television signals coming from a totally independent source over which defendant had no control could not be the basis for enjoining

the legal use and enjoyment of its property.

This appears to be a case of first impression in holding that a structure which interferes with television reception of neighboring properties does not constitute a nuisance, but it is consistent with earlier cases in regard to interference with radio signals and light and air.

Macht v. Department of Assessments of Baltimore City, 296 Atl. 2d 162, 266 Md. 602 (1972)

This case poses a question never previously considered in this State, which is: Are there circumstances where airspace superadjacent to real property may be made the subject of a separate assessment on which state and local real estate taxes can be levied?

The Machts' predecessors owned fee simple title to a certain property at 11-13 E. Fayette Street, which is improved by a building approximately 100 feet in height. The owner of the adjacent property to the west, intending to erect a multi-storied office building (the Blaustein Building) and apparently aware that the doctrine of ancient lights had previously been rejected by the Court of Appeals in *Cherry v. Stein*, 11 Md. 1, desired to insure that this building's eastern face would have unimpeded access to light and air. An agreement was reached under which Machts' predecessor, as lessor, leased the airspace over his building above an altitude of 124 feet. The lease was for a term of 98 years and 9 months from April 1, 1961, without provision for extension or renewal. The rent from and after January 1, 1962, was fixed at twice the annual real estate taxes imposed on the "entire property" at 11-13 E. Fayette Street, "(land, improvements and airspace)" less any increase in taxes attributable to improvements made by the Machts' predecessor, but not more than \$8,000.00 or less than \$2,000.00 in each of the calendar years 1962 through 1970. The lease gave the lessee the right to purchase the airspace at the end of the lease term for a base price of \$100,000.00, adjusted, however, for fluctuations in the purchasing power of the dollar and also imposed an obligation on the lessee to purchase the fee, the improvements and airspace for \$200,000.00 if demanded by the lessor.

The Department of Assessments of Baltimore City attempted to value the airspace and place the valuation on the assessment rolls for the fiscal year ending on June 30, 1966. The air rights were valued at \$50,700.00 and were placed on the assessment rolls for the fiscal year ending on June 30, 1969.

The assessment was appealed to the Board of Municipal and Zoning Appeals which vacated the assessment. The City then appealed to the Maryland Tax Court which reinstated the assessment. The Machts now appeal from the order of the Tax Court. Order affirmed.

So long as the Machts made no use of the airspace over their property, it was not, nor could it be made the subject of an assessment. Once they denied themselves the use of it for a price, it took on value for the pur-

poses of assessment, a value which could be derived by an appraisal based on income, the option price or both. In setting up the formula upon which the rent was to be based, the parties carefully stipulated that the base rent was to be twice the annual real estate taxes on the "entire property (land, improvements and airspace)." There was not only no element of surprise, but it may well be that the Machts are estopped from denying that the value of the airspace was an element to be considered in the assessment process. It seems to us that whether the value of the airspace was separated out or included in the valuation of the fee for assessment purposes is indeed a distinction without a difference, so long as the aggregate value of the components does not exceed the value of the whole.

BANKRUPTCY

Stubbs v. Hardee, 461 F. 2d 480 (North Carolina 1972)

A trustee in bankruptcy brought this suit to set aside the conveyance of a dairy farm by the bankrupt and his wife. The trustee claimed that the creditors of the bankrupt had been cheated because the farm was sold for substantially less than its actual value. The bankrupt and his wife claimed that the farm was exempt because they owned it as tenants by the entirety. Under the Bankruptcy Act, "exempt property" is determinable under state law, and under North Carolina law, real property owned by husband and wife as tenants by the entirety is not subject to a creditor's claims unless the debt is a joint obligation of the spouses.

However, the Court of Appeals found that accruing rents and profits are attributed entirely to the husband under North Carolina case law and are subject to the claims of his creditors. Hence, the case must be remanded to the District Court, with instructions to determine whether or not the trustee's allegations are factual. If they are, then the District Judge is to determine whether the transferees should be held accountable for half the fair value of the land, in lieu of a reconveyance, and for all interim profits. If actual fraud is found, he will consider whether it has subjected the wife's interest in the fair proceeds of the sale or in the land to the claims of her husband's creditors.

BOUNDARIES

Martin v. Tucker, 300 A. 2d 480 (R.I. 1973)

Boundary dispute arising from a description in a deed drawn in 1906 having a line in it running "due south" from the hollow in the - - - road to a point in the center line of the pond." Plaintiffs contended that south means "magnetic" south. The defendants maintained that "due" is synonymous with "true" and "due" south means "true" south. The Court decided not to disturb the finding of the Lower Court in a jury-waived trial, that the meaning of "due south" in the particular case was "magnetic" south. Terms such as "south" or "due south" appearing

in the descriptive portion of a deed cannot be given fixed, inflexible judicial construction; their meaning must depend upon and be controlled by extraneous facts.

In this particular case, two civil engineers, testifying as experts, disagreed. The trial justice apparently agreed with one of the experts who said he had had about 50 years of surveying experience in the particular geographical area; that in his opinion, the deed was drawn by a layman and that at the time this deed was drawn, in this particular locale, and for this particular kind of surveying job, most deeds described lines in the direction in which the surveyor's needle pointed and such was the case in this particular deed. The Trial Court was not persuaded otherwise by the presentation of an unrecorded plat made in 1907 showing the boundary line set out on a true bearing. The plat was obviously made after the deed and showed a boundary marker not mentioned in the deed.

CONDOMINIUMS

E. D. McGillicuddy Constr. Co. v. Knoll Recreation Assn., Inc., 31 C. A. 3d 891 (Calif. 1973)

In this case it was held that plaintiff timely recorded its mechanic's lien against the entire condominium project after completing its contract. The filing of notices of completion by the owner upon the finishing of construction of individual condominium units was determined to be premature and of no effect where the construction contract was for an integrated complex and the entire work was far from completion. This in the context that the parties consistently treated the construction project as a single development and that it would have been impossible to apportion particular costs to particular units.

Plaintiff's lien was also found to be timely recorded with respect to the common area in light of substantial evidence to support the finding that the project was a single one and its integration with the residential units. It was also concluded that plaintiff did not waive its lien by accommodating a sale of some of the condominium units and sharing in the proceeds of the sales, considering the relation to this modest amount the large outlay for labor and materials. Nor was plaintiff estopped by its mere silence from establishing its lien as against defendant construction lender since it was under no obligation to tell defendants that it expected that in case of difficulty, it would take advantage of the right accorded to suppliers under the mechanic's lien laws.

Judgment was for plaintiff against defendant construction lender and defendant owner of the common area.

Next:
Conveyancing
And Titles

Fight Inflation and Promote Your Industry!

Buy A Slightly Used "Blueprint" Film at Reduced Price

Here's your chance to fight inflation while promoting your industry! If you haven't already obtained a copy of ALTA's highly successful film, "Blueprint for Home-buying" — or if another print would come in handy for a new branch or to increase circulation — you can receive one now at reduced price.

ALTA has 50 prints of this public education film back from national television distribution and is making them available to members — on a first come, first served basis — for \$55.00 which includes postage and shipping container. The prints are in good condition, and the reduced price represents a significant savings from the \$95.00 cost for a new print.

This 16 mm color sound film takes home buyers through the basics in selecting, financing, and closing with regard to purchasing residential real estate. Featured on the screen are the various experts who provide closing services — including the land title professional. Most of the film consists of animated sequences, although a live narrator also appears.

Remember the supply is limited so order your print today.



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

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

association corner

state



FLTA Honors Boos, Holds Seminar



Vincennes Course Increases Enrollment

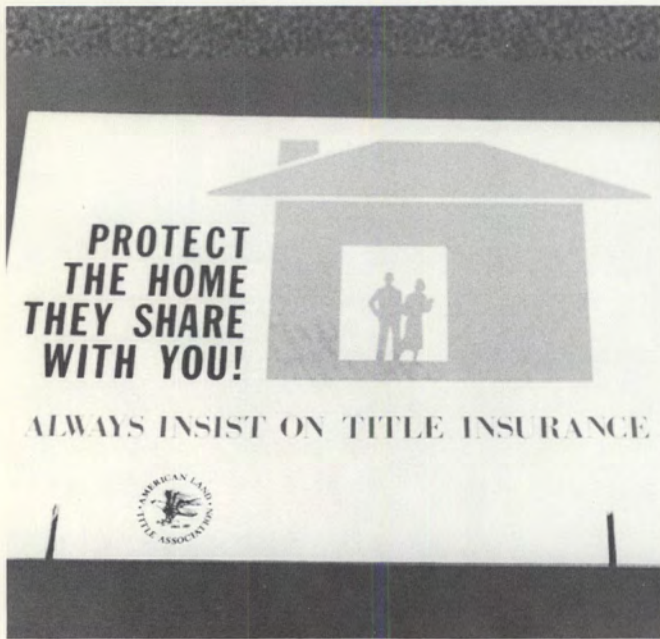
In the past five years, a land title technology course offered by Vincennes (Indiana) University has gradually increased its enrollment and today has 21 students. The course is sponsored by the Indiana Land Title Association.

The land title course requires 63 academic credit hours and features classes in abstracting, title insurance, real property law, surveying, and related graphics.

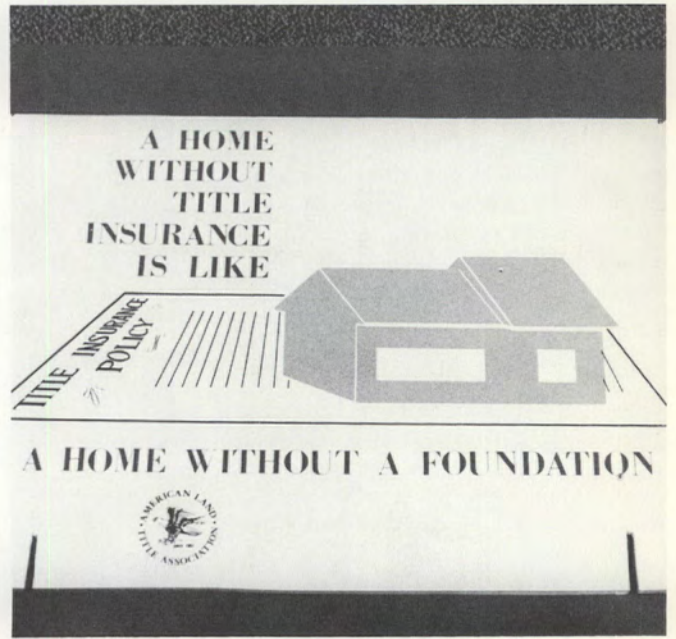
Of particular value to the Vincennes students are visits to local title plants and access to land records in surrounding areas; the latter are particularly varied, thereby providing a broad student perspective.

J. H. Boos, (upper photo) president of Peninsular Title Insurance Company, was named 1973 recipient of the Raymond O. Denham Memorial Award, presented by the Florida Land Title Association for outstanding and unselfish service to the association, to the abstract and title professions, and to the public. The award was presented to Mr. Boos at the annual convention of the Florida Land Title Association held recently at Disney World. In the lower photo, Robert F. Crisp, (left) president of the Florida Land Title Association, congratulates George W. Shave, vice president of Zone VI of FLTA, on a successful seminar conducted by Shave. The annual zone meeting and combined Certified Land Searchers educational seminar was held at the Miami Marriott Hotel. Crisp is president of the Florida Land Title & Trust Company, Marianna; Shave is vice president and director of agencies for American Title Insurance Company.

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names
names in the news
 names

Edward I. Lack, vice president of American Title Insurance Company, has been appointed to direct American Title's Lawyers Division. He replaces **Hewen A. Lasseter**, senior vice president, who has retired after serving as head of the company's lawyers division since its inception in 1968. **Lack** is also in charge of administration for the company's Miami home office.

* * *

William A. Larson has been named director of St. Paul Title Insurance Corporation's newly created national agencies and accounts division. The newly-established division office will be headquartered in Kansas City (Mo.).

Additional changes include the appointments of **Dean Grogger** as vice president in charge of the Kansas City metropolitan division and **Mel Bois** as Minnesota divisional vice president.

* * *

John B. Keegan, Stamford (Conn.), has been elected to the position of vice president of Security Title and Guaranty Company.

* * *

Charles H. Wroot has been elected president of First American Title Company of Monterey County (Calif.); he succeeds **Gordon H. Langenhoval** who has been made chairman of the board of directors. **Langenhoval** remains in an active capacity with the firm, serving as county escrow supervisor.

* * *

Ten persons have been elected to office by the boards of directors of Title Insurance and Trust and Pioneer National Title Insurance. Elected to

Continued on page 14



LACK



LASSETER



LARSON



GROGGER



BOIS



KEEGAN



WROOT



POLLACK



GANDRUD



KRAMER



KORMAN



FREEDMAN



GOODE



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BOGGS

the splicing problem. Sometimes a user will break the film and not report it, but replace it broken. This penalizes the next user. By eliminating human errors, the cartridge extends the film's life and decreases the man-hours needed for splicing.

Because our microfilm readers and microfilm library are in one location, one film user can pick up another's empty reel box without either noticing the error. Result: two reels of film misplaced. With the cartridge, this cannot happen because film and containers are joined.

Some Cost Comparisons

During my visits to two other title insurance operations in Orange County, I was able to time persons using the cartridge system. I timed 75 individual uses of the reader/printer and arrived at an average of 1 minute 29 seconds

per use. Each use involved making 1 to 5 prints on the machine. Upon timing 150 uses of the open reel system, I obtained an average of 2 minutes 45 seconds per use, again involving 1 to 5 prints each. The average difference between the two systems was 1 minute 16 seconds.

I then computed salaries of all personnel using the microfilm. In our office the 1:16 difference equals \$.06 loss per use. In a period of thirty days, we used an average of 116 rolls per day for a loss of \$6.96 a day. At 21 working days a month, this equals a loss of \$146.16 monthly, or \$1,753.92 a year. We would lose \$8,769.60 in five years, which would nearly pay for our conversion to the cartridge system. This figure would increase as our film library grows and the percentage of hard copies of take-offs and policies decrease.

Because of handling and exposure to air, the paper boxes holding the microfilm reels need changing about every five years. The cartridge is of durable inert polystyrene and requires no box.

Here is another small saving. The boxes cost six cents each. A clerk changing 100 boxes takes an average of two minutes each, for an average labor cost of eight cents per box. With a film library of 4,000 rolls, the cost of replacing boxes once every five years would be \$560.00.

In the oldest section of film, which we have had since 1955-60, there are 12 rolls of 35mm and 14 rolls of 16mm that are so mutilated, replacement is required. The cost of replacement film from the county recorder's office is \$15.00 for 35mm and \$10.00 for 16mm. This totals to \$320.00. In approximately 15 years, 26 rolls need replacing and this will increase with the years, if they stay on the open reels.

The in-house costs that I've used here will no doubt vary among title companies. My chief purpose has been to name the cost factors—both tangible and intangible—that we found it useful to investigate before arriving at our decision to convert to the Informata Cartridge Microfilm System.

American Publishes Buyer Condo Guide

American Title Insurance Company has recently published a brochure designed to answer a number of the most commonly asked questions concerning the purchase of a condominium. The brochure, entitled "Condominium Question Box", also briefly describes the concept of a condominium as well as its pros and cons.

The brochure emphasizes the need for the protection offered home buyers through owner's title insurance in a condominium as well as in other private dwellings.



First American Title Insurance Company is providing guidance for two employees of Guam's Department of Land Management who are undergoing intensive training in the art of modern recording methods and equipment in California. Pictured above (standing, from left) are Lawrence M. White, vice president and manager of the Orange County title division of First American, and Mrs. Vicenta T. Gonzalo, document analyst, and Thomas T. Anderson, land surveyor, both with the Guam land office. Orange County Recorder Wylie Carlyle (seated) shows the county's recording equipment to the visitors.

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meeting timetable



- | | | |
|--|---|--|
| <p>March 6-8, 1974
ALTA Mid-Winter Conference
Fairmont — New Orleans Hotel
New Orleans, Louisiana</p> | <p>May 31-June 1, 1974
Tennessee Land Title Association
Riverside Motel
Gatlinburg, Tennessee</p> | <p>June 27-29, 1974
Utah Land Title Association
Park City Resort
Park City, Utah</p> |
| <p>April 18-20, 1974
Oklahoma Land Title Association
Lincoln Plaza Inn
Oklahoma City, Oklahoma</p> | <p>June 2-4, 1974
New Jersey Land Title Insurance Association
Seaview Country Club
Absecon, New Jersey</p> | <p>June 27-29, 1974
Idaho Land Title Association
Shore Lodge
McCall, Idaho</p> |
| <p>April 24-28, 1974
Texas Land Title Association
Hyatt Regency Hotel
Houston, Texas</p> | <p>June 6-8, 1974
New England Land Title Association
Sea Crest Hotel and Motor Inn
North Falmouth, Massachusetts</p> | <p>July 21-24, 1974
New York Land Title Association
The Otesaga Hotel
Cooperstown, New York</p> |
| <p>May 5-7, 1974
Iowa Land Title Association
Holiday Inn of the Amana Colonies
Amana, Iowa</p> | <p>June 9-11, 1974
Pennsylvania Land Title Association
Seaview Country Club
Absecon, New Jersey</p> | <p>August 15-17, 1974
Montana Land Title Association
Miles City, Montana</p> |
| <p>May 9-11, 1974
New Mexico Land Title Association
Four Season Motor Inn
Albuquerque, New Mexico</p> | <p>June 14-16, 1974
Illinois Land Title Association
Stouffer's Riverfront
St. Louis, Missouri</p> | <p>August 22-24, 1974
Minnesota Land Title Association
Holiday Inn
Anoka, Minnesota</p> |
| <p>May 9-11, 1974
Washington Land Title Association
Quay Inn
Vancouver, Washington</p> | <p>June 14-16, 1974
Wyoming Land Title Association
Douglas, Wyoming</p> | <p>September 12-13, 1974
Wisconsin Land Title Association
Pioneer Inn
Oshkosh, Wisconsin</p> |
| <p>May 22-24, 1974
California Land Title Association
Hotel Del Coronado
Coronado, California</p> | <p>June 20-22, 1974
Michigan Land Title Association
Boyne Highlands
Harbor Springs, Michigan</p> | <p>September 13-15, 1974
Missouri Land Title Association
Marriott Hotel
St. Louis, Missouri</p> |
| <p>May 31-June 1, 1974
South Dakota Land Title Association
Phil-Town Inn
Sturgis, South Dakota</p> | <p>June 20-22, 1974
Land Title Association of Colorado
The Lodge at Vail
Vail, Colorado</p> | <p>September 29-October 3, 1974
ALTA Annual Convention
Americana Hotel
Bal Harbour, Florida</p> |
| <p>May 31-June 1, 1974
South Dakota Land Title Association
Phil-Town Inn
Sturgis, South Dakota</p> | <p>June 20-22, 1974
Oregon Land Title Association
The Inn at Otter Crest
Otter Rock, Oregon</p> | <p>December 4-6, 1974
Louisiana Land Title Association
Royal Orleans
New Orleans, Louisiana</p> |

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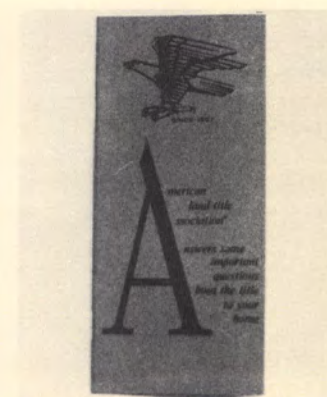
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1828 L Street, N.W., Washington, D.C. 20036)



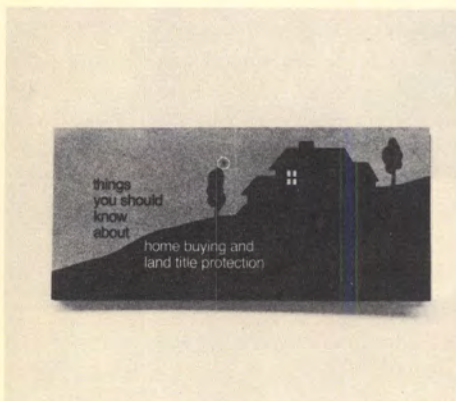
HOME BUYER: HORSE SENSE HELPS! A concisely-worded direct mail piece that quickly outlines title company services. 1-11 dozen, 65 cents per dozen; 12 or more dozen, 50 cents per dozen; designed to fit in a No. 10 envelope.



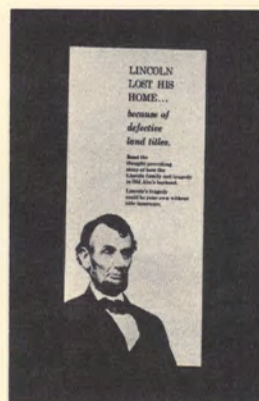
CLOSING COSTS AND YOUR PURCHASE OF A HOME. A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, \$2.25 per dozen; 12 or more dozen, \$2.00 per dozen.



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.

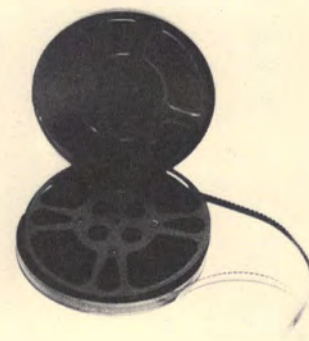


LINCOLN LOST HIS HOME... BECAUSE OF DEFECTIVE LAND TITLES... A memorable example of the need for land title protection is described in this folder. \$5.00 per 100 copies.



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.



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