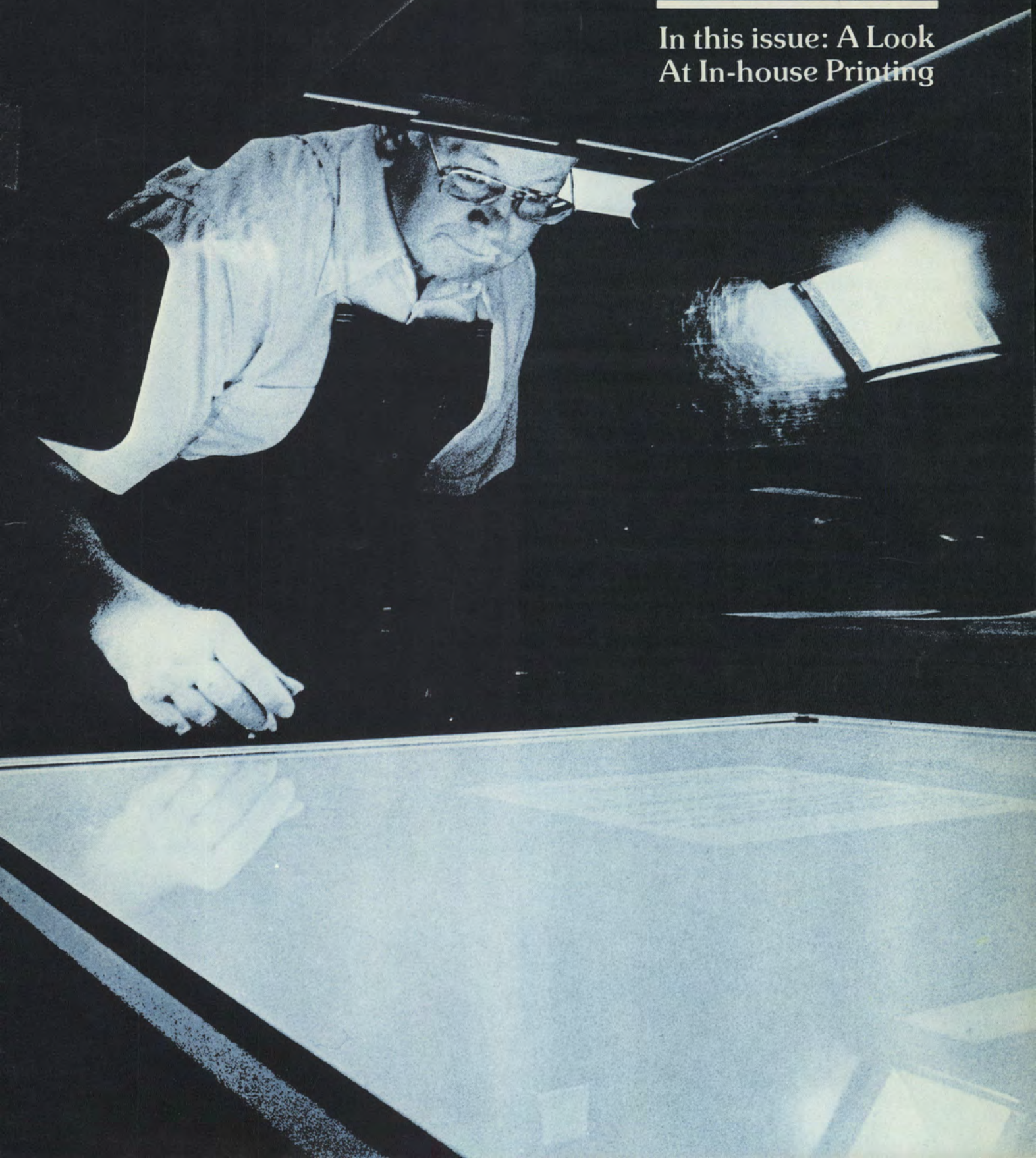


APR
1978

Title News

In this issue: A Look
At In-house Printing





a message from the President . . .

We have just concluded a very successful Mid-Winter Conference in Phoenix. There has been a subtle change in these conferences over the years. When I first started attending them in the mid-50's, the program consisted primarily of informal exchanges of ideas which were very beneficial. In Phoenix, however, we had an excellent planned program which featured a number of outstanding speakers including the Honorable John J. Rhodes, minority leader of the House of Representatives.

Apparently this type of program appeals to our membership since there were many favorable comments from the members. By the way, there were over 700 people in attendance—making it the largest Mid-Winter that we have ever had.

A significant part of the program presented in Phoenix was directed to the impact that government has and will continue to have on the title industry. In addition, our attention was focused on the fact that 1978 is an election year and how important it is that our membership take an active role in the electoral process. It is crucial to our industry that we support those candidates who share our views concerning the continuation of our free enterprise system, with less and not more federal government interference.

To paraphrase Plato, "The punishment of wise men who refuse to take part in the affairs of government is to live under the government of unwise men."

The most effective way to participate is to personally work with the candidate of your choice. It is not too early to become involved now. Precinct caucuses have already been held in many parts of the country and there will be primary elections within the next couple of months in most states.

If you cannot become personally involved in this manner (and even if you can), there is another way that you can participate. That is by contributing to the title industry's political action committee—TIPAC. You can make a company contribution by sending your check to ALTA and these funds will be used for "soft" costs associated with covering administrative expenses. These funds will not be used to support any candidate for office. Also, you and your management people should make personal contributions directly to TIPAC which will be used to support candidates for office. *Please do it now.*

Sincerely,

C.J. McConville

Title News



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On the cover: The camera operation pictured on the cover is new to SAFECO Title Insurance Co.'s in-house printing plant. In the story beginning on page 5, *Title News* takes a look at the concept of in-house printing plants.

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Title people still talk about the world-record performance of Maude M. Ahrens. She's sketched here with her pit crew at the start of a practice run during the 1972 Grand Nationals.

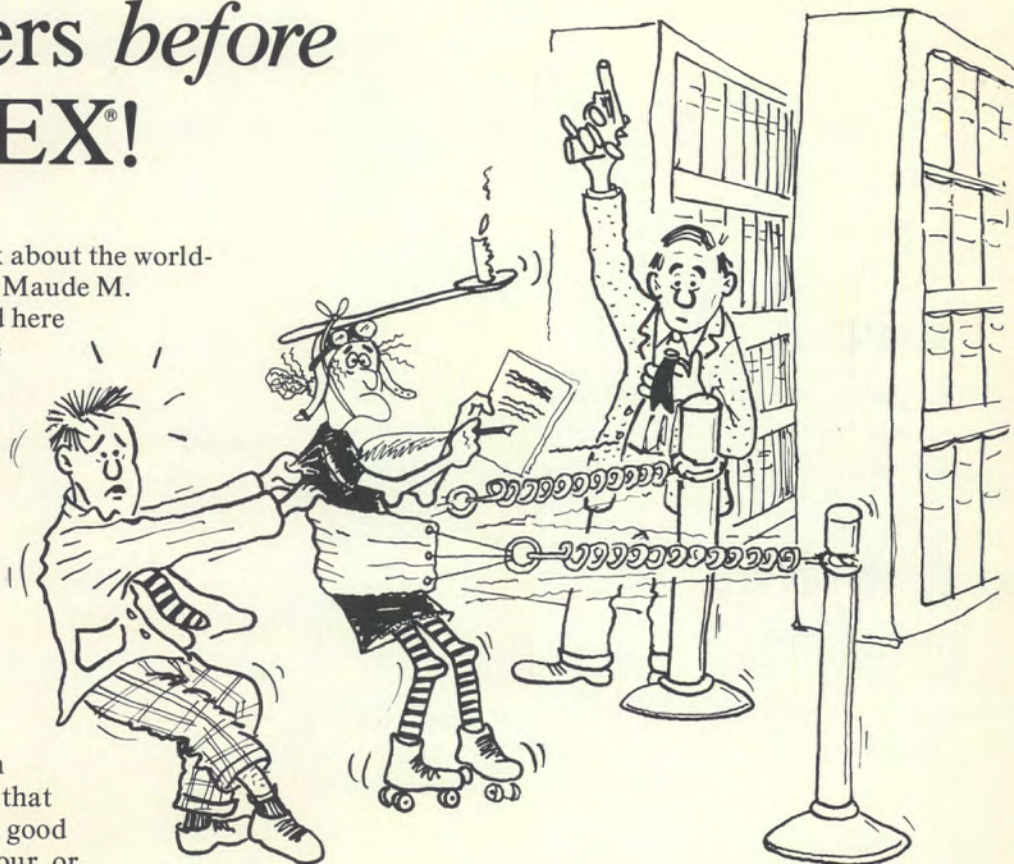
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We'd like to tell you more about LANDEX. Just write or telephone —

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In-house printing offers savings with some worries

by L.A. Wilkinson,
Marketing Services Manager
SAFECO Title Insurance Co.

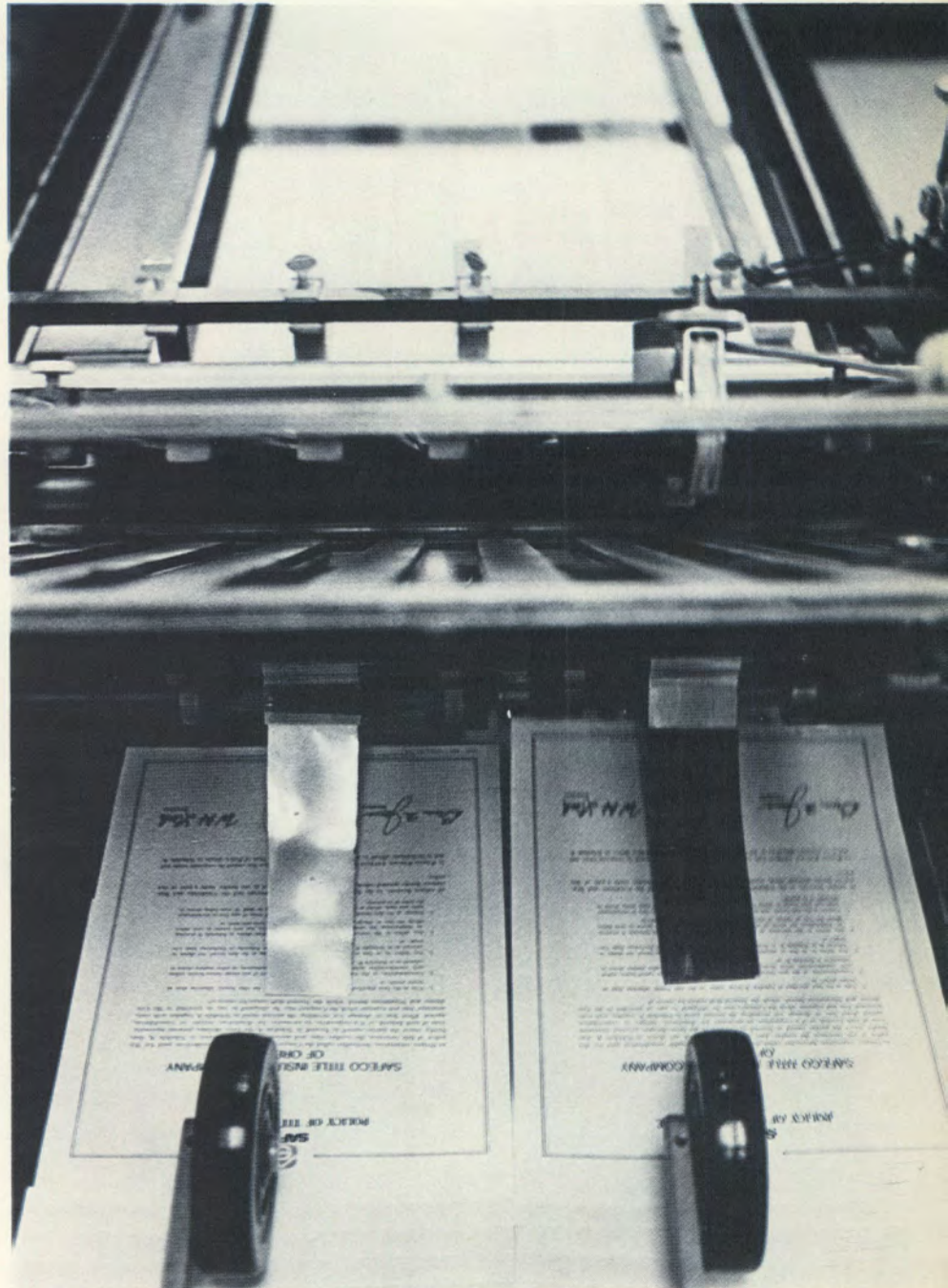
“You can save one-third on your printing costs by going in-house,” says Cliff Chambers, “but you’ve also got to accept the management headaches. If you check your printing bills last year, I bet you become a worrier with a printing press.”

Chambers worries for SAFECO Title Insurance Co. in Los Angeles, where his job as administrative services manager includes supervising the company printing plant. He began his career as a linotype operator at SAFECO in 1942 when the company printing operation was 20 years old.

“You have to keep up,” Chambers says, “or your in-plant will go stale. One day you’ll wake up and find it’s not competitive. Look at the revolution that’s taken place in printing since I started. Offset lithography took over almost completely from printing with metal type—and that was only the beginning.”

His list of changes includes the replacement of type itself by phototypeset images on paper or film, the development of an electrostatic-copy paper printing plate which built a new “instant printing” industry, and the change to sheet-fed presses from high speed web presses which use paper in rolls.

“Every change in technology means printers have to add new skills,” Chambers points out. “In the days of metal type and letterpress, a printer had to be a pretty good mechanic. With offset, we had to pick up



SAFECO's folding machine pays for itself every six months at the company bindery. It also scores, slits and perforates.

photography, plus some chemistry and physics. Today we're struggling to learn electronics and computers."

Through all these changes in printing methods, Chambers has developed one rule he would like to pass on. "Don't believe the equipment salesman when he tells you 'anyone can run it,'" he says. "It's not just the controls, but cleaning, oiling and routine maintenance. Try to run any real printing equipment with untrained operators and you'll have big problems with down time and service calls."

In this, Chambers seems to be fighting a trend. The momentum behind the current swing to in-plant printing appears to come from a new generation of easier-to-operate equipment. Advertising circulars use terms like "reprographics" and "word

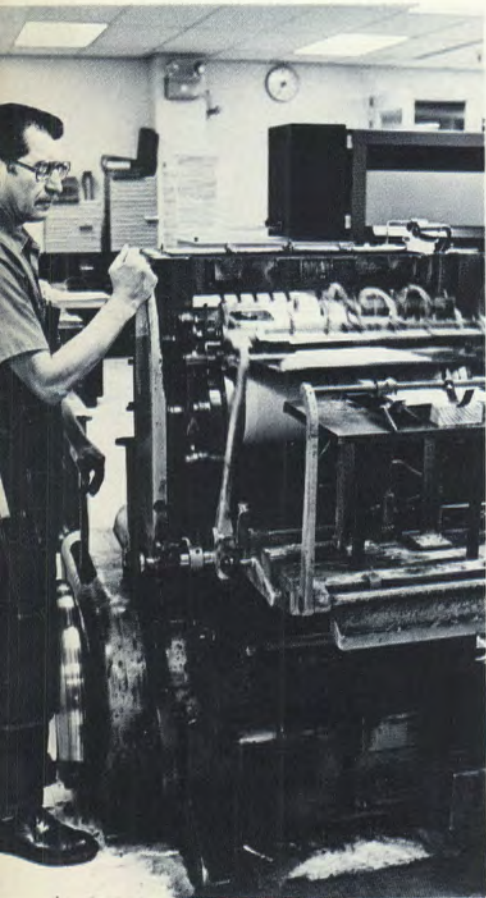
processing" that are clearly directed to the managers who buy office copiers and typing equipment. Is in-plant printing just the next step?

Chambers says it is the next step, but there are two ways to go. In the office systems approach, he explains, a company buys machines that can be operated with little training. These may look simple, but they are actually complicated because of their automatic features. Chambers is skeptical about whether the modest saving in labor is worth the initial cost and higher ongoing service expense. He prefers the printer's way which is to master the process and then buy straightforward machines that give the most control over the final product. There may be more confusing knobs and levers, but the presses are able to do much more than print black type on white paper.

"The hard fact is that your plant has to compete in quality and speed with hundreds of commercial printers," he says. "They all want your company's business, and they'll produce it with skill on the latest equipment. You can't meet that kind of competition with machines that are basically high volume copiers."

SAFECO's plant is equipped just like a medium-sized general service commercial shop. Eight employees operate two letterpresses and five offset presses, turning out an average of 1.5 million printed impressions each month. Capabilities run from "instant printing" to high quality lithography, and include typesetting and bindery operations. Business forms are the staple product. Advertising literature is the fastest growing line of work.

The two biggest presses at SAFECO handle a 19- by 25-inch sheet of



At left, a vintage letterpress imprints issuing agents' names on policies. Above is the first electronically controlled equipment at the plant—a programmable paper cutter, purchased in 1965.

paper. Chambers has avoided larger presses, such as those using 24- by 36-inch sheets. In theory these are attractive for doing booklets, long runs and the highest quality work. In practice he believes big press jobs are a specialty area where it is hard for an in-plant to compete. The problem is building enough volume from one company, he explains, to keep a big press really busy and to keep up with the skills that only come from practice.

"Visit enough commercial shops and you'll see what I mean," he says. "The owner will show you his biggest press with great pride. Chances are it will be idle, while his little Multi's are all working at top speed."

A Multilith (the venerable Addressograph-Multigraph model 1250) has been the backbone of smaller printing shops for decades. Chambers believes this type of press is the best first purchase for a new in-plant, delivering the broadest range of capabilities for a comparatively modest cost. (He says the American Type Founders Chief 15 and Chief 17 presses are comparable. Other makers offer similar presses.) His specifications are: 15- by 17-inch maximum paper size to handle two letter-size pages side by side; chain paper delivery with receding stacker to pile copies in a neat stack; an accessory Townsend T-51 color head, in order to print two ink colors at the same time, and a spray powder accessory which helps prevent wet ink from marking the back of other sheets in the delivery pile.

With a single press of the type he describes, Chambers says one can print almost anything except full-color photographs and large areas of a solid ink color. Capabilities include multi-color letterheads and envelopes, plain and carbonless business forms, tags and labels, newsletters with good quality photographs, direct mail pieces, advertising flyers, custom file jackets, even multi-page booklets and manuals.



Two new offset presses team up with smaller machines to generate 1.5 million impressions each month.

Another advantage of a proven press like the Multilith is that finding capable operators is easier. Even though he favors real printing presses over "office systems" equipment, Chambers is frank about the difficulty in locating qualified help. Why compound the problem, he reasons, with sophisticated but rare machines?

The economics of a single-press operation differ widely throughout the country, Chambers notes. He would hesitate to recommend an in-plant if a company did not already spend \$50,000 per year on outside jobs that could be handled by a Multilith. "You could save money on less volume," he reasons, "but it might not be worth the headaches. You would probably have to buy used equipment. Also, you'd have only one employee who did everything. That means an idle press during preparation and bindery work and no plant at all when the person gets sick or leaves."

Chambers' ideal first plant is a two-person, one-press operation with new equipment, handling \$75,000 to \$100,000 per year in equivalent commercial volume. A highly skilled commercial printer supervises the press operator, while handling preparation work himself. The big payoff, Chambers says, comes from the manager's skill in ordering type and paper, creating camera-ready art, and stripping up negatives for platemaking. This allows the in-plant to tackle advanced commercial work, where the saving on each job is far higher than it is on simple business printing. The company also has a career manager who can help the in-plant develop.

"Never underestimate the potential of your own shop," advises Chambers. "If your company is big enough to go in-plant, your printing needs are going to grow. Soon you'll have the headache we have at SAFECO—finding space for more equipment to save even more money."

Washington profile

What follows is an interview with Rep. Edward W. Pattison (D-N.Y.), who is in his second term as the 29th District's representative to the U.S. Congress.

His House committee assignments are the Banking, Finance and Urban Affairs Committee and the House Administration Committee.

In the interview, Rep. Pattison answers questions dealing with privacy legislation and resolution of Indian land claims such as those now pending in his home state.

ALTA: The basic thrust of the various pending privacy bills is to protect the privacy of individuals from governmental and non-governmental intrusion. How can such rights of privacy be protected in the present consumer-disclosure climate? Should privacy legislation focus its attention on establishing guidelines for the limited use of governmental agencies or should such guidelines incorporate the private sector as well?

Rep. Pattison: In an increasingly complex and interdependent society more and more affected by computer communications technology, the issue of how to maintain personal privacy becomes more and more important.

In many respects, in the past, a person could protect his privacy simply by disclosing only what he wished. Today, so much information about so many citizens is available and accessible that that option has almost vanished.

It thus becomes the role of the government to establish the rules. A balance needs to be maintained

between the needs of society in general and the reasonable needs of citizens to maintain their individual dignity. Those rules should govern both government and private practices which affect privacy.

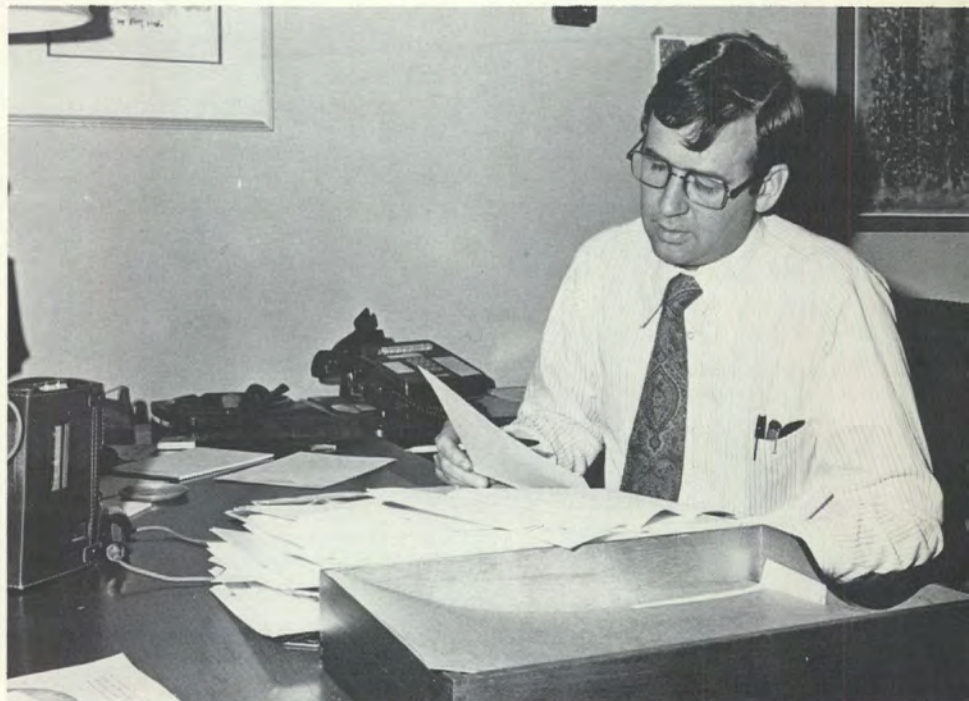
Most privacy issues can be resolved by asking the question "What is the citizen's reasonable *expectation* of privacy?" As an example, a person who removes his clothes on a public beach can hardly complain that others watch. The same act of undressing, but this time in one's own dressing room, gives rise to the reasonable expectation that others will not witness the act.

Similarly, when a person applies for credit, his expectation is that his financial situation will be examined, and doing so does not invade his privacy. Absent a request for credit, he can expect that his financial

situation will not be disclosed by others.

It is my belief that the law should be changed to formally establish the bank's role as a custodian of confidential information about the customers' transactions. The current situation of unlimited government access to customer records must be replaced by a law that balances governmental need against personal privacy and assures protection of citizens' rights.

ALTA: What is your prediction regarding congressional action on privacy legislation? How is Congress going to handle the numerous privacy bills? Would you recommend that a congressional ad hoc committee be formed so that uniform procedures could be established to expedite consideration of the legislation?



Rep. Edward W. Pattison (D-N.Y.) at his desk in the Longworth House Office Building.

Rep. Pattison: I expect that the chances for legislation in the bank and credit records category are quite good this session. Medical records and telephone toll records privacy is less likely.

It is tempting to propose a special committee, cutting across all of the jurisdictional committee conflicts. But this is true in almost every area of concern. It is a device which should be used sparingly and I would think it is not called for in the area of privacy.

Several committees with jurisdiction—especially in the banking, judiciary, and intelligence areas—plan some action this year. The main delay is that the Privacy Protection Study Commission report did not come out until last fall and the administration still has not formulated its official response. Consequently, some congressional panels have been forced to delay their actions to give the new administration a chance to develop its own policies and thoughts on this important subject.

ALTA: Indian land claims have received much publicity lately. Presently, there are three such claims in upstate New York—the Oneida nation (200,000 acres), the Cayuga tribe (62,000 acres) and the St. Regis Mohawk tribe (10,500 acres). Since you represent an upstate New York district, how do you feel such Indian land claims should be resolved?

Rep. Pattison: I wish I could propose a simple solution, but I can't. It does seem that there are some principles that need to be followed.

- As prompt a resolution as possible must be found. In most disputes, although prompt resolution is desirable, lack of it is

not fatal. Indian claims to land have the effect of placing a cloud on all affected titles, making them unmarketable. As the experience in Mashpee Township illustrates, this simply brings all real estate activity to a complete halt.

- Some principle of laches must be established. The equitable doctrine of laches says in essence that a litigant, who has sat on his rights for too long, thereby creating a situation where others rely, to their damage, on that non-action, should be denied the extraordinary remedies of a court of equity. Establishing that this rule of equity applies would protect homeowners who have improved real property with houses or other improvements. It would not protect the purchaser of unimproved land.
- "Hold harmless" or indemnity methods should be enacted. Should Indian land claims not be settled through negotiation and should litigation result in upholding of Indian claims, the society as a whole, not the affected landowner, should bear the cost. Whether this should take the form of indemnity from the federal or state governments, or a combination of both, is not presently clear to me. But the principle is.

All citizens assume risks of various kinds from time to time. Government cannot and should not underwrite all risks. But where the risk is essentially, unforeseeable, where the effect of that risk is not at least roughly spread on an even basis, and where the risk is clearly related to government action or lack thereof, then the case for government indemnity is strong.

ALTA: What effect has the pendency

of the upstate New York Indian land claims had on the economic and social well-being of the affected parties—homeowners, small businesses, mortgage lenders and the Indians themselves?

Rep. Pattison: Obviously, the filing of all but the most patently frivolous of such claims instantly brings all real estate activity to a halt. Other economic activity is also affected.

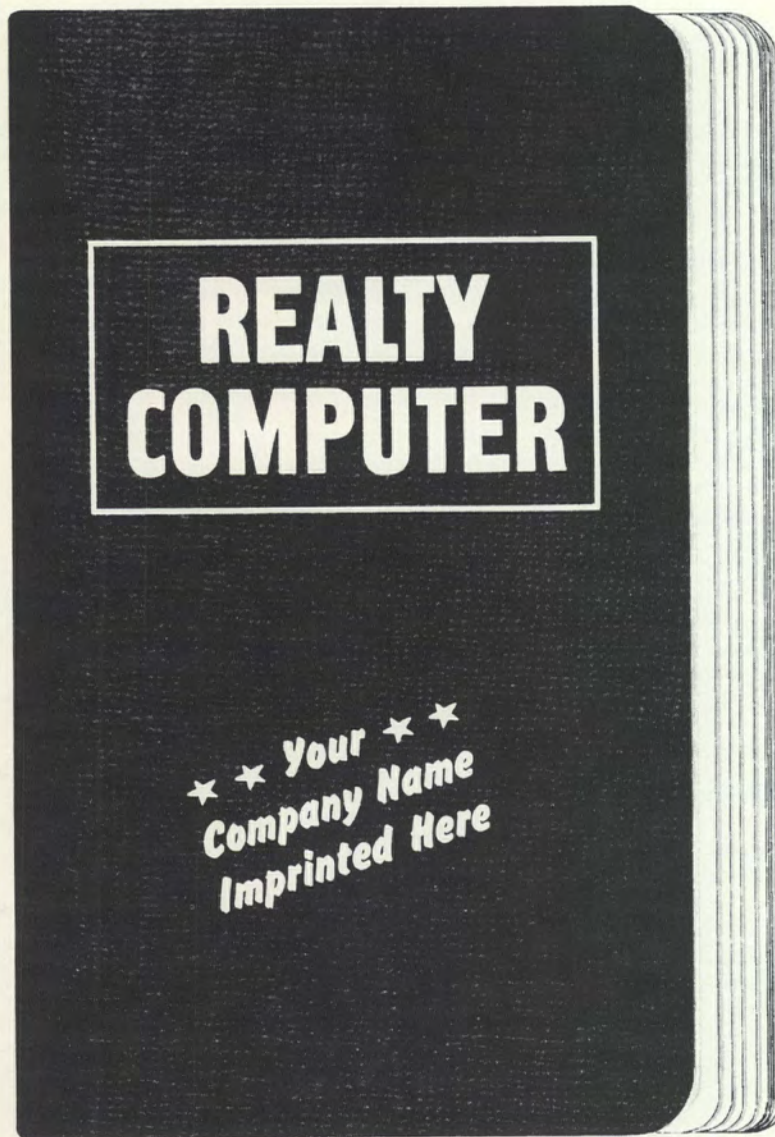
More importantly, the threat of the loss of the average family's largest, and often only, investment is about as socially disrupting as anything I can think of.

For the Indian, it also has its disadvantages. It raises hopes that may well be false. It may well create enmity and hostility more destructive in the long run, in terms of attitudes and willingness to help on the part of the non-Indian community, than the whole inept handling of the "Indian problem" has caused over the years. In other words, there are some lawsuits that a person is better off not winning.

ALTA: There are a number of areas affected by Indian land claims such as Connecticut, Louisiana, Maine, Massachusetts, New York, Rhode Island and South Carolina, to mention a few. If Congress devises a solution to the Indian land claims problem, do you believe that such legislation should address all Indian land claims, both present and future, or should the legislation be limited to resolving, on an individual basis, present Indian land claims?

Rep. Pattison: I would hope that a national once-and-for-all solution can be achieved. It would also seem to me that this approach would be the only feasible one. It will be difficult to gather sufficient broad support for legislation on a case by case basis.

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Editor's note: The following recent court case was reported by James A. McFarland, senior vice president of Security Title & Trust Co. of Alaska, who is a member of the ALTA Judiciary Committee.

The case is *Hausam v. Wodrich*, File No. 3064, Opinion, (No. 1558—Feb. 3, 1978), The Supreme Court of the state of Alaska.

Appeal from the Superior Court of the State of Alaska, Third Judicial District, Anchorage, James K. Singleton, Judge.

Appearances: Karl L. Walter, Jr., Groh, Benkert & Walter, Anchorage, for Appellant. Roger H. Beaty, Cole, Hartig, Rhodes, Norman & Mahoney, Anchorage, for Appellee.

Before: Boochever, Chief Justice, Rabinowitz, Connor, and Burke, Justices. (Matthews, Justice, not participating) Connor, Justice.

This is an appeal from a judgment of the superior court granting specific performance of a contract for the sale of real property. Finding no error, we affirm.

Appellant Neal Hausam is the legal owner of a piece of land in the Roosevelt Park subdivision in Anchorage which is improved with a fourplex apartment building. Appellees Louis and Janet Wodrich learned from their real estate broker, Hollis Gamel, that the property was for sale, and on March 24, 1975, the Wodriches signed a purchase agreement, offering \$85,000 for the property. On March 25, 1975, Hausam used the same standard form agreement to make a counteroffer to the Wodriches, raising the selling price to \$87,000 and making the sale "subject to release with no penalty by S.B.A." By signing the agreement, Hausam appointed Hollis Gamel his agent for purposes of completing this transaction; Hausam also agreed to pay a commission of \$5,220 to Yukon Realty. The Wodriches notified Gamel and Jim McCourt of Yukon Realty that they accepted Hausam's counteroffer.

The Wodriches intended to meet the down payment and closing costs by refinancing their home. The refinancing arrangement was approved, but there were numerous delays at the bank in processing the necessary paperwork. The brokers therefore, prior to May 24, 1975, extended the closing date by 30 days as permitted by the purchase agreement. The funds were still not available by June 23, 1975, and

Alaska high court upholds judgment related to real estate contract

Gamel testified that although all paperwork had been completed, the bank had told him that it would not be able to disburse the funds for another 72 hours. Mr. Wodrich therefore secured a \$10,000 personal loan from the bank and an additional \$3,156.12 from his credit union. He deposited these funds in the escrow account, which together with the \$500 deposit amounted to \$13,656.12, or some \$2,000 short of the amount of down payment and closing costs required to be paid under the agreement. Wodrich offered to get the additional \$2,000 from his credit union, but Gamel and McCourt told him that their commission would amount to more than that sum and that they were willing to wait for a few days until the refinancing money became available. Hausam was not informed of this arrangement.

On June 24, 1975, the day set for closing, Hausam refused to complete the transaction because of a dispute over whether the furniture and a dumpster were included in the purchase price. Hausam also complained that rents had not been properly prorated. Hausam was not then aware that Wodrich had not made the full down payment. McCourt called Hausam and asked him to complete the transaction. Hausam refused to do so because the rent prorations were not complete and because he believed that the 30-day extension had expired.

On July 14, 1975, Hausam entered into an agreement to sell the property, including the furniture, to Charles and Rose Robinson for \$87,200. Wodrich filed a *lis pendens* and a complaint for specific performance the same day. A few days later, Jim McCourt, doing business as Yukon Realty, filed suit against Hausam to recover a commission of \$5,220 on the transaction with the Wodriches.

The trial court granted summary judgment in favor of the Wodriches on two issues, ruling that the

agreement between the parties was a contract of sale rather than merely an option, and that the subsequent conveyance of the property to *bona fide* purchasers did not bar the lawsuit because Wodrich had filed a *lis pendens*.

A trial without jury was held on the remaining issues, namely, whether the Wodriches had complied with the terms of the agreement, whether the agreement comprehended the transfer of the apartment furnishings and a dumpster in the purchase price of \$87,000, and whether the parties had agreed that any limitations imposed by the S.B.A. upon Hausam in using the sale proceeds as a condition for releasing its lien would discharge the parties' agreement, and if so, whether such a limitation had been imposed. The trial court ruled that Wodrich had breached the agreement, but that the breach was not material and did not discharge Hausam's duty to perform; that the condition regarding release by the S.B.A. had been satisfied; that the dumpster was not included in the purchase price, but that the furniture was; and that the real estate agents were entitled to a commission on the transaction. The court ordered Hausam to specifically perform and awarded \$9,680.62 in attorney's fees to the plaintiffs. Hausam has appealed.

An action for specific performance is equitable in nature. The decision to specifically enforce a contract is within the discretion of the trial court and will be reversed on appeal only where it is against the clear weight of the evidence. *Moran v. Holman*, 501 P.2d 769 (Alaska 1972); *Jameson v. Wurtz*, 396 P.2d 68 (Alaska 1964). We find that the trial court committed no abuse of discretion in the instant case.



We turn now to the first of several issues presented by appellant.¹ Hausam claims that the agreement entered into with the Wodriches was an option, rather than a contract of

¹Appellant cites as error the trial court's holding that the prior sale to the Wodriches prevailed over the subsequent agreement to sell the property to the Robinsons. As the Robinsons have renounced all interest in the property and have been dismissed from this suit by stipulation of the parties, we find that this issue is moot. Therefore, we decline to discuss it.

(Continued on page 12)

sale, because the agreement contained a forfeiture clause and also provided that the offer was "contingent upon buyer's inspection and approval of all books and records." We disagree. Under a contract for the sale of land, the owner is bound to sell the property and the purchaser to buy it, whereas under an option, the optionee is not bound until he exercises his right to buy the property.² If the vendee agrees to purchase the property, the presence of a forfeiture clause does not "convert the agreement into an 'option.'" James, *The Law of Option Contracts*, §109 at 23 (1916).

Hausam's contention that the agreement was an option because it was contingent upon Wodrich's inspection and approval of all the books and records is equally without merit. This clause does not create an "illusory promise" problem. Such promises are generally read to require the exercise of honest judgment and good faith, and on this basis, may be upheld. See 5 *Williston on Contracts*, §675A at 190, §675B at 213 (3d ed. 1961); *Mattei v. Hopper*, 330 P.2d 625 (Cal. 1958). We conclude that the trial court did not err in finding that the agreement was a contract of sale.



Appellant claims that owing to the dispute over the inclusion of the furniture and the dumpster in the sale price, the contract is too uncertain to be specifically enforced. We do not agree.

A contract must be "reasonably definite and certain as to its terms" to be specifically enforceable. *Rego v. Decker*, 482 P.2d 834 (Alaska 1971); *Lewis v. Lockhart*, 379 P.2d 618 (Alaska 1963); *Alaska Creamery Products, Inc. v. Wells*, 373 P. 2d 505 (Alaska 1962). The mere presence of a factual dispute does not preclude specific performance, though it may mean that summary judgment is not appropriate. See, e.g., *Gale v. Wood*, 247 P.2d 67 (Cal. App. 1952).

²See e.g., *Suburban Improvement Co., v. Scott Lumber Co.*, 59 F.2d 711 (4th Cir. 1932); see generally Annot. 87 A.L.R. 563 (1933), and cases cited therein; California Continuing Education of the Bar, *California Real Estate Sales Transactions*, J. Moore and R. Sturhahn, "Options," §7.2 (1967); James, *The Law of Option Contracts*, §102 (1916)

The trial court in the instant case found that the dispute on this issue precluded summary judgment, but did not render the contract too indefinite to be specifically enforced. Following trial on this issue, the court below ruled that the furniture, but not the dumpster, was included. "Where interpretation of a written instrument turns on the acceptance of extrinsic evidence, the process of weighing such evidence should be for the trier of fact." *Lewis v. Anchorage Asphalt Paving Co.*, 535 P.2d 1188, 1194 (Alaska 1975). We will not set aside a finding of fact of the trial judge unless it is clearly erroneous. *Peters v. Juneau-Douglas Girl Scout Council*, 519 P.2d 826, 833 (Alaska 1974); *Ayers v. Day and Night Fuel Co.*, 451 P.2d 579, 582 (Alaska 1969); Civ. R. 52(a). Applying this standard to the case at bar, we find no error.



Hausam argues that the trial court erred in ruling that Wodrich's failure to pay the entire down payment into the escrow account was a minor breach. Hausam contends that Wodrich's failure to tender the full \$15,000 precludes a grant of specific performance. However, courts of equity do not require literal performance of all acts required to be done under the contract before specific performance may be granted.³ Although a plaintiff seeking specific performance must demonstrate that he has the ability to perform should specific performance be granted, actual tender is not necessary where the defendant has indicated that he will not complete the transaction.⁴ Whether a plaintiff seeking specific performance has made a sufficient tender is a determination within the discretion of the trial court.⁵

In the case at bar, Wodrich was relying on the representation of the real estate agents that he need not deposit the additional \$2,000. Wodrich testified that he had offered to obtain additional funds from his credit union. He also testified that he did not deposit the rest of the down payment into the escrow account after Hausam refused to perform.

³A. Corbin, *On Contracts*, §1175 at 298-301 (1964); Restatement of Contracts, §375(2), p. 691 (1932)

⁴See Corbin, *supra*, n. 3, at §1141.

⁵See *Di Pompeo v. Preston*, 123 A.2d 671 (Pa. 1956).

Thus, Wodrich's failure to literally comply with the terms of the contract was not in bad faith and could be corrected by remitting the full down payment. The trial court was apparently satisfied that Wodrich had the ability to perform. Under the circumstances, we conclude that the trial court did not err on this issue.

We likewise reject Hausam's contention that Wodrich is guilty of unclean hands in failing to tender the entire down payment. Hausam contends that the realtors acted unethically in changing the terms of the agreement regarding the down payment, in failing to fully inform Hausam as to the actual amount paid by Wodrich, and in considering part of the money paid into the escrow account as theirs. Although the conduct of the brokers may have been somewhat questionable, there was testimony which indicated that commission deferral is not uncommon in the real estate business. Wodrich's testimony indicates that he was acting in good faith. That he innocently relied on brokers who may have been in a hurry to receive their commission should not bar his suit for specific performance.



Hausam next argues that the trial court erred in finding that the agreement did not expire on June 24, 1975. A finding of fact by a judge in a trial without a jury will only be disturbed by this court if it is "clearly erroneous." Alaska R. Civ. P. 52(a); *State v. Guinn*, 555 P.2d 530, 534 (Alaska 1976). A finding is clearly erroneous only when the court is left with the definite and firm conviction on the entire record that a mistake has been committed. *Kaatz v. State*, 540 P.2d 1037, 1041 (Alaska 1975). We are of the opinion that there was sufficient evidence to support the trial judge's conclusion that the agreement did not expire on June 24, 1975.



Hausam also claims that the trial court erred in holding that the realtors were entitled to their commission since there was no listing in effect on the property at

(Continued on page 13)

Judiciary—(Concluded)

the time of the Wodrich-Hausam agreement. Hausam relies principally on AS 08.88.341⁶ and 08.88.361⁷ in support of this contention.

The purchase agreement signed by Hausam on March 26, 1975, contains a provision expressly acknowledging that the real estate broker is entitled to a commission of \$5,220 for services rendered in this transaction. This writing, signed by the party to be bound, is sufficient to meet the requirements of Alaska's statute of frauds, AS 09.25.010.⁸ In the circumstances, we find no error in the trial court's ruling that the real estate brokers were entitled to a commission of \$5,220.



Finally, Hausam challenges the propriety of the trial court's award of attorney's fees to plaintiffs in the total amount of \$9,680.62. The trial court awarded \$1,180.62 to McCourt under Civil Rule 82(a)(1) and \$8,500 to the Wodriches under Civil Rule 82(a)(2). Correctly noting that the purpose of Rule 82 is to partially compensate a prevailing party,⁹ Hausam argues that the award of \$9,680.62 in fees should be set aside, as this figure represents 86 percent of the total bill submitted by plaintiffs' counsel. We agree that this figure is somewhat high; however, we will set aside an award of attorney's fees only where it is manifestly unreasonable. *Adoption of V.M.C.*, 528 P.2d 788 (Alaska 1974); *Cooper v. Carlson*, 511 P.2d 1305 (Alaska 1973). We cannot say that the instant award was manifestly unreasonable under the circumstances of this case.

Affirmed.

⁶AS 08.88.341 provides: "Listings. All real estate listings must be in writing and must be signed by the seller or by an agent of the seller. All exclusive listings must have a definite expiration date."

⁷AS 08.88.361 provides: "When commission is earned. A commission is earned when the real estate broker finds a buyer willing and able to purchase at a price and on terms set by the seller, providing negotiations with the buyer were initiated during the term of a valid listing agreement and within the time limit of the listing."

⁸AS 09.25.010(a)(8) provides as follows: "(a) In the following cases and under the following conditions an agreement, promise, or undertaking is unenforceable

unless it or some note or memorandum of it is in writing and subscribed by the party charged or by his agent: (8) an agreement authorizing or employing an agent or broker to sell or purchase real estate for compensation or commission; however, if the note or memorandum of the agreement is in writing, subscribed by the party to be charged or by his lawfully authorized agent, contains a description of the property sufficient for identification, authorizes or employs the agent or broker named in it to sell the property, and expresses with reasonable certainty the amount of the commission or compensation to be paid the agent or broker, the agreement of authorization or employment is not unenforceable for failure to state a consideration;"

⁹*Irving v. Bullock*, 549 P.2d 1184 (Alaska 1976); *Malvo V. J.C. Penney Company, Inc.*, 512 P.2d 575 (Alaska 1973).

Office moves to new quarters

Commonwealth Land Title Insurance Co.'s Cornwell Heights, Pa., office recently moved to new, larger quarters at #1 Neshaminy Interplex, Roosevelt Blvd. and Old Lincoln Highway, Trevoose, Pa.


Companies to open new agency office

St. Paul Title Insurance Corp. and its sister company St. Paul Title Company of the South have announced the formation of an agency office in Atlanta.

A staff of five will implement the companies' agency operations in the southeastern states of Virginia, Delaware, Maryland, North Carolina, South Carolina, Georgia and the District of Columbia.

Joe Pearson, newly named agency manager, and John Lombardi, relocated agency representative, have joined with John Clark, agency representative; Yvonne Allen, agency secretary, and Lee P. Mohnkern, legal and underwriting counsel to staff the office.

Pearson spent five years in the company's home office in Troy, Mich., where he was director of communications and training. Lombardi worked with the companies' agency operation in Florida.



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Jack H. Johns of Colorado has been named senior vice president and regional manager for Commonwealth Land Title Insurance Co. His region includes Nebraska, the Dakotas, Montana, Wyoming, Colorado, Idaho and New Mexico. Johns also serves the land title industry as president of the Land Title Association of Colorado.

Commonwealth also recently announced the appointment of **James E. Kilgallon** as assistant vice president of the Media, Pa., office. Kilgallon has been a titleman for 10 years.

Nanci K. Reese has been named a sales representative of Commonwealth and is assigned to Commonwealth's Lancaster, Pa., office.

Lawrence E. Ormsby has been appointed account manager of the Pruneyard Towers, Calif., office of Title Insurance and Trust Co. He has been with the company for five years.

The Chautauqua Abstract Co. of Mayville, N.Y., has announced the election of **Willard R. Morton** as president and treasurer. Morton will celebrate his 40th anniversary with the company next year.

Other appointments at Chautauqua Abstract include **J. Conrad Zenns** as vice president, **Ted Chamberlain** as assistant manager and **Patricia Smith** as assistant treasurer.

Orrin C. Shaw was appointed recently to the position of Alaska Title Guaranty Co. area manager. Shaw was assistant division manager with Title Insurance and Trust in San Diego, Calif.



Lawrence Ormsby



Karl Sopke



James Kilgallon



Conrad Zenns

Names in the News...

Commonwealth Mortgage Assurance Co., a subsidiary of Commonwealth Land Title Insurance Co., has appointed **Allen Friedman** of Philadelphia staff underwriter. Friedman had been in the banking industry five years.

Lawyers Title Insurance Corp. has announced the election of **William G. Grady** of Dallas to senior title attorney. He joined the firm last year, with 10 years of previous title industry experience.

William M. Quinn has been named manager of the Saginaw, Mich., office of Lawyers Title. **William M. Quinn Jr.** will fill the post his father vacated—manager of Lawyers Title's Lansing, Mich., branch. The senior Quinn is a past president of the Michigan Land Title Association and is a director of the association.

Other branch managers recently named by Lawyers Title are **Walter H. Anthrop**, Boston; **Lorraine A. Baxter**, Stamford, Conn.; **John R. Coakley**, Hartford, Conn.; **William J. Hassett**, Ann Arbor, Mich., and **Robert E. Stroh**, Sacramento, Calif.



William Quinn Jr.



William Quinn



Willard Morton



William Hassett



Ted Chamberlain



Patricia Smith

Marvin H. New, president of the Pennsylvania Land Title Association and executive vice president of Industrial Valley Title Insurance Co., was interviewed on WKBS-TV, Philadelphia, on the advantages of title insurance. This is the second time in recent months that New has appeared on local television to discuss title insurance.

Karl W. Sopke, formerly executive vice president of operations, Founders Title Co., has joined TRI Realtors of San Francisco as chief executive officer. He was general manager, escrow division, for Chicago Title Insurance Co. prior to moving to San Francisco in 1970.

The southwest regional staff of Title Insurance Company of Minnesota has two new members: **Larry Rickert** as national account executive and **Don Pepler** as southwest regional controller. The region includes Texas, Oklahoma and New Mexico.

In Birmingham, Ala.

Company moves regional office

American Title Insurance Co., Miami, recently opened its Birmingham, Ala., regional office in a new downtown location with triple the space of the old office. The opening follows six months remodeling at



A package of ALTA television public service slide announcements was distributed to stations across the nation in March. This offering features cartoon slides and a script for voice-over narration to be delivered by local station announcers in either 10-second or 30-second time lengths.

The announcements remind prospective home buyers that their ownership may be challenged in court and suggest writing ALTA for free information on land title precautions. In recent years, similar television packages of the Association have been aired by approximately 70 stations in some 35 states—all in free public service air time.

Development of the slide package is an activity of the ALTA Public Relations Committee, whose membership consists of Chairman Edward Schmidt, Randolph Farmer, Earnest Hoberecht, Patrick McQuaid, Francis O'Connor, LeNore Plotkin, James Robinson, William Thurman and Thomas Watson.

Approximately 3,000 questionnaires were mailed late in March to ALTA members (home offices and branches) requesting their evaluation of the Association's performance and seeking suggestions for improvements.

The survey, initiated by the Executive Committee, probes member attitudes on such matters as committee activities. In another question, members are asked to rate ALTA activities such as Title News, Capital Comment, government relations and public relations.

a cost of over \$130,000 and is part of a new regionalization system the company began this year.

Late in 1978, the office will expand its regional operation to include the servicing of Mississippi and Louisiana. Responsibility for the development of business programs, maintenance of corporate records and servicing of all branches, agents, customers and attorneys previously handled by the home office has been delegated to T.W. Clowdus, vice president and regional manager of the Birmingham office.

An IBM computerized posting system now being installed in the office will complete most customer service requests for abstracts and binders in less than two days. Fewer people will be required to staff a much faster operation in one-tenth the space required for a traditional records operation.

The new office is located in a 100-year-old, three-story building and houses 7,000 square feet.

PLI construction contracts seminar gets underway

The Practising Law Institute (PLI) held the first in a series of three seminars on "Construction Contracts 1978" in New York City April 13-14. The seminar will be repeated May 25-26 in Atlanta and June 15-16 in San Francisco. Representatives of law firms from all over the United States will address the sessions.

Mechanic's liens will be discussed in the opening session, under the heading, "Rights and Responsibilities of the General Contractor, Subcontractor, and Material Supplier." Professional liability insurance coverage also will be covered the first morning, in a discussion of the "Rights and Responsibilities of the Design Professional."

Another series of PLI seminars, entitled "Commercial Real Estate Leases," will be held in New York City, Detroit and Los Angeles. The respective dates are May 11-12, June 1-2 and June 22-23.

Milton R. Friedman, faculty chairman, will address the first day's

morning sessions on the "Review and Analysis of Commercial Leases."

The fee for each seminar is \$175, which includes the course handbook. For those unable to attend either of the seminars, the handbook may be purchased directly from PLI at 810 7th Avenue, New York, N.Y. 10019. The handbooks are \$20 each.

Iowa observes 75 year mark at April meeting

Four years before the American Land Title Association was created, 60 Iowa abstracters met in Des Moines and formed what is now the Iowa Land Title Association. That was in 1903. This year marks ILTA's 75th anniversary which will be celebrated at its April 30 - May 2 annual convention in Cedar Rapids.

Scheduled to take part in the program is ALTA President C.J. McConville, who will address the convention and present a presidential letter congratulating ILTA on this occasion.

The late J.E. Wickham of Glenwood, Iowa, is credited with organizing the Dec. 15, 1903, meeting and consequently was dubbed "the father of the association." Mr. Wickham also was ILTA's first president and, later, its first honorary member. The current president is Wayne T. Harmening of Carroll.

Commonwealth buys Caton Title

Commonwealth Land Title Company of Dallas has acquired Caton Title Company of Collin County, Texas.

Pat Petty, formerly the manager of the Plano branch of Caton Title, was elected vice president of the parent company, which is a subsidiary of Commonwealth Land Title Insurance Company, Philadelphia.

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For Sale: Abstract company in central Wisconsin; complete and current plant; abstracts, and title insurance. Write ALTA, Title News Ads, 1828 L Street, N.W., Washington, D.C. 20036.

April 27-28, 1978

California Land Title Association
Islandia Hyatt House
San Diego, California

April 27-29, 1978

Arkansas Land Title Association
DeGray Lodge
Arkadelphia, Arkansas

April 27-29, 1978

Texas Land Title Association
Houston Oaks
Houston, Texas

April 30-May 2, 1978

Iowa Land Title Association
Roosevelt Royale
Cedar Rapids, Iowa

May 12-13, 1978

New Mexico Land Title Association
Inn of the Mountain Gods
Mescalero, New Mexico

June 4-6, 1978

Pennsylvania Land Title Association
Pocono Hershey Resort
White Haven, Pennsylvania

June 11-13, 1978

New Jersey Land Title Insurance Association
Seaview Country Club
Absecon, New Jersey

June 15-17, 1978

Land Title Association of Colorado
The Inn at Estes
Estes Park, Colorado

June 15-17, 1978

Utah Land Title Association
Sweatwater Hotel
Sweatwater, Utah

June 15-18, 1978

New England Land Title Association
Granite Hotel and Country Club
Kerhonkson, New York

June 16-17, 1978

South Dakota Land Title Association
Holiday Inn
Aberdeen, South Dakota

June 18-20, 1978

Michigan Land Title Association
Grand Hotel
Mackinac Island, Michigan

June 22-24, 1978

Oregon and Washington
Land Title Associations
Thunderbird Inn at Jantzen Beach
Portland, Oregon

**June 23-25, 1978**

Illinois Land Title Association
Breckenridge Pavilion Hotel
St. Louis, Missouri

July 13-15, 1978

Idaho Land Title Association
Sun Valley Lodge
Sun Valley, Idaho

July 20-22, 1978

Wyoming Land Title Association
Fountain Motor Inn
Newcastle, Wyoming

August 3-10, 1978

American Bar Association
Annual Convention
New York, New York

August 17-19, 1978

Minnesota Land Title Association
Normandy Hotel
Duluth, Minnesota

August 25-26, 1978

Kansas Land Title Association
Holiday Inn & Holidome
Hutchinson, Kansas

September 9-12, 1978

Indiana Land Title Association
Indianapolis Hilton—Downtown
Indianapolis, Indiana

September 10-12, 1978

Ohio Land Title Association
Stouffer's Dayton Plaza Hotel
Dayton, Ohio

September 10-13, 1978

New York State Land Title Association
Buck Hill Inn
Buck Hill Farms, Pennsylvania

September 14-15, 1978

Wisconsin Land Title Association
Midway Motor Lodge
Green Bay, Wisconsin

September 14-16, 1978

North Dakota Title Association
Williston, North Dakota

September 15-18, 1978

Missouri Land Title Association
Tan-Tara Resort
Lake of the Ozarks
Osage Beach, Missouri

September 20-22, 1978

Nebraska Land Title Association
Lincoln Hilton
Lincoln, Nebraska

September 24-28, 1978

ALTA Annual Convention
Boca Raton Hotel & Club
Boca Raton, Florida

October 11-13, 1978

Dixie Land Title Association
Holiday Inn—Callaway Gardens
Pine Mountain, Georgia

October 11-14, 1978

Florida Land Title Association
Colony Beach & Tennis Resort
Sarasota, Florida

October 13-15, 1978

Palmetto Land Title Association
Palmetto Dunes Hyatt
Hilton Head Island, South Carolina

October 21-25, 1978

American Bankers Association
Annual Convention
Honolulu, Hawaii

October 29-November 2, 1978

U.S. League of Savings Associations
Annual Convention
Dallas, Texas

October 30-November 1, 1978

Mortgage Bankers Association
Annual Convention
Atlanta, Georgia

November 10-16, 1978

National Association of Realtors
Annual Convention
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