



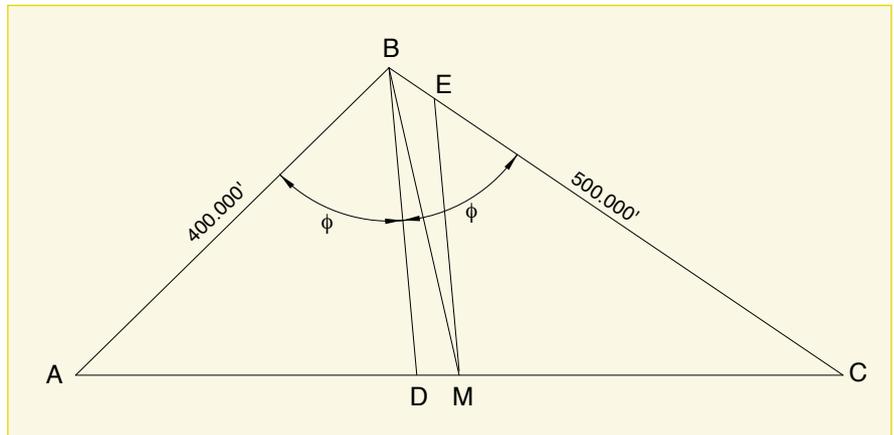
test yourself

Think Parallel

In triangle ABC, $AB = 400,000'$, $BC = 500,000'$, M is the midpoint of AC, BD is the bisector of angle ABC and ME is parallel with BD. What is the distance EB? ■

For the solution to this problem (and much more), please visit our website at: www.amerisurv.com. Good luck!

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That sounds pretty final, and it overcomes questions relating to the amount of payment. But let's keep going.

Enfeoff: "To invest with an estate by feoffment. To make a gift of any corporeal hereditaments to another. See *Feoffment*."

While we have the dictionary open, we might as well.

Feoffment: "...A gift of a freehold interest in land accompanied by livery of seisin..."

Black's goes into the feudal origins of the term and historic processes, but the key point here is "freehold", defined as "an estate for life or in fee". Since we are talking about a municipality as the grantee, "freehold" translates to "fee" (another feudally rooted term), an absolute, unconditional estate in perpetuity. With "alien" and "release", we are moving away from mere possessory rights to a fuller ownership of title.

Convey: "...To pass or transmit the title to property from one to another... by deed, bill of sale, or instrument under seal. Used popularly in sense of 'assign', 'sale', or transfer."

If used in the sense of "assign", "convey" would refer only to some kind of transfer (such as assignment of a mortgage from one lender to another). The "sale" part of this definition goes back to the aspect of the contract, the agreement between parties and the payment of some form of consideration.

And finally:

Confirm: "...To make firm or certain; to give new assurance of truth or certainty, to put past doubt; to give approval to..."

If merely some of this array of terms had appeared in the caption of the deed, I might not have been so sure of the full passage of title from one party to another. Taken together, however, the conveyance seems pretty definite as to its totality.

But one should always read the full deed, looking into its "four corners" to see if the rest of the language supports or contradicts that understanding. Otherwise it is too easy to latch onto the parts we want to read and ignore the inconvenient truths or conflicts raised by other sections.

The caption says the conveyance is to the grantee, "its successors and assigns,

forever". While this could apply to either fee or a permanent easement, the words immediately following read, "All that certain tract or parcel of land..." Beyond the caption and description, the deed presents only pre-printed boilerplate phrases. There are **no** statements as to a particular purpose for the conveyance. There are **no** words specifying or limiting its use, **no** words imposing conditions such as "as long as", and **no** requirements to be fulfilled by the grantee. (One example of such conditions is the common requirement for grantee railroad companies to erect and maintain fences, indicating less than full rights and title in the land.)

Taken together, the words included and the phrases *not* included present an unfettered and unencumbered full conveyance of interest. The only possibly contrary argument is the nominal fee paid. But all that ancient verbosity indicates to me that any consideration at all, whether nominal or fair market value, is sufficient indication of the grantor's intent to turn over every interest held. ■

Wendy Lathrop is licensed as a Professional Land Surveyor in NJ, PA, DE, and MD, and has been involved since 1974 in surveying projects ranging from construction to boundary to environmental land use disputes. She is a Professional Planner in NJ, and a Certified Floodplain Manager through ASFP.