

Nixon Role in Coast Land Deal Unclear

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More than a million dollars worth of real estate controlled by President Nixon was not included in the statement on his net worth issued by the White House on Sept. 16.

The property involved is the Western White House, a 22-acre estate and Spanish-style mansion in San Clemente, Calif.

Mr. Nixon took possession of the place in the summer of 1969 and has spent a few weeks at a time there in different seasons since then.

While White House staff members have said that Mr.

Nixon will eventually own only a quarter of the property, the records on file show that it has not been divided, and the people who formerly owned it say they have been paid off.

Land ownership records show that the title rests with a trustee but that someone borrowed \$1-million and gave the property as collateral.

Some Aspects Unclear

The complexities of the transaction, and the absence of any full explanation of Mr. Nixon's interest, make it unclear whether Mr. Nixon owns all, or just part, and which part; whether he has a debt, and if so, how much and to whom it is owed;

or whether some friend owns the property or a large part of it, and gives Mr. Nixon the use of it.

Three years ago White House staff members said that Mr. Nixon owned only about a quarter of the acreage, plus the house; that he had paid \$100,000 down and had assumed a \$240,000 mortgage. But none of this is reflected in land title records.

To outsiders, it is very plain that Mr. Nixon lives on all the estate and completely controls the use of all of it. Secret Service agents under his orders bar all persons from the grounds

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Nixon Role in Ownership of Coast White House Found Unclear

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cept those he wants to ad-
 lease from the White House
 it, and a wall built at public
 expense encloses the entire 22
 res, not just a quarter of the
 and that includes the house.

The house has been refur-
 nished, and extensive repairs
 have been made. More than
 30,000 in Federal tax money
 was spent by the General Serv-
 ices Administration to build the
 mocco wall around the land
 and to construct gazebos and
 gatehouse. The Government
 says a gardener who has re-
 fored and maintains the
 founds.

Company Holds Title
 On the record, title to the
 afore property rests with the
 title Insurance and Trust Com-
 any, a subsidiary of TI Inc.,
 company headed by Rocco
 Sciliano, an appointee of
 Fr. Nixon to various jobs, such
 s Under Secretary of Con-
 merce and as the only business
 member of the Pay Board.

The document that estab-
 lishes current title to the prop-
 erty is a "corporation deed of
 trust" filed by Title Insurance
 and Trust Company on July 15,
 1969. A "deed of trust" in Cali-
 fornia property titles means
 that the property has been put
 p as surety for a loan.

The loan mentioned on the Nixon
 document bearing on the Nixon
 estate is a \$1-million promiss-
 ory note. The document does
 not say to whom the money is
 owed. Mr. Nixon's staff says
 that he owns only a part of the
 property, but as sole as the
 title records show, Title In-
 surance and Trust Company
 owns the property. It is not
 clear how the \$100,000 down-
 payment and the \$240,000 mor-
 tgage were paid for the prop-
 erty. Mr. Nixon's staff an-
 nounced that he was acquiring

part of the property. The an-
 nouncement was made in re-
 leases from the White House
 press office and in statements
 to reporters by John D. Ehr-
 lichman, special counsel to Mr.
 Nixon.

Library Action Expected
 It was said that Mr. Nixon
 was acquiring only the house
 and about five acres. He would
 pay \$100,000 down and would
 assume a debt of \$240,000 to
 be paid in five years. Mr. Ehr-
 lichman told reporters that day.
 The total sales price for the
 house and 22 acres was \$1.4
 million.

Mr. Ehrlichman said that the
 approximately 17 acres not ac-
 quired by Mr. Nixon was being
 held "for the beneficial interest
 of the President at the present
 time—in other words, we are
 retaining the capacity to deter-
 mine who will be the purchaser
 of the balance."

It was also announced that
 day that the Richard Nixon
 Foundation had been incorpo-
 rated in California to build the
 Nixon Library. There was a
 broad hint that the foundation
 would buy the rest of the es-
 tate and locate the library on it.
 However, this has not oc-
 curred. In Sacramento, the
 state capital, the reports of the
 foundation show that no such
 transaction is in progress. They
 also show the foundation to be
 lacking the resources to make
 such a purchase.

No document on file in the
 Santa Ana courthouse substan-
 tiates Mr. Ehrlichman's 1969
 statement about the \$1.4-million
 purchase price—Mr. Nixon's
 down-payment and the \$240,000
 mortgage—or his statement that
 Mr. Nixon had acquired "about a quarter" of
 the property.

Instead, the documents all
 show that the property is one
 piece of land, undivided into
 any parcels such as the five
 acres described by Mr. Ehrlich-
 man. They show further that
 the property is encumbered by
 a \$1-million promissory note,
 not a \$240,000 mortgage.

The \$1-million promissory
 note, according to the deed of
 trust, is payable to the suc-
 cessors in ownership of Ham-
 ilton Cotton, a longtime Demo-
 cratic leader who built the
 mansion half a century ago.

But, according to two of
 them, the note is not owed to
 them. Mrs. Lionel Ogden, the
 former Victoria Reyes Cotton,
 one of the two daughters of
 Hamilton Cotton and one of
 three heirs to the estate, said
 when asked over the telephone
 recently about the promissory
 note, "It is not ours. It does not
 belong to us. We are out of it.
 We have been paid."

She would not discuss the
 transaction further.
 "It is not up to us to explain
 that," she said. "I am not sup-
 posed to talk about it. You
 mustn't ask me."

Tried to Keep It Quiet
 She turned the telephone call
 over to her husband, who also
 said that he did not want to
 discuss the matter.
 "I've tried to keep it as quiet
 as I could all through this,"
 Mr. Ogden said. "I didn't want
 to know any of the details and
 I kept my nose out of it and so
 did our attorneys."
 Mr. Ogden was asked if "you
 people are completely out of
 it now?"
 "You could say that, yes,"
 he replied. "That was other peo-
 ple's business and not yours
 or anybody else's."
 In an earlier telephone con-

versation in late June, Mrs. Og-
 den also said of her family's
 interest in the estate, "we're
 out of it."

At that time, she referred
 to Francis Milne Raine,
 of Palos Verdes, Calif.,
 whom she described as a friend
 of the President and who she
 said "was in with Mr. Halde-
 man and that group." Mr. Raine
 is married to the former Hor-
 tense Elizabeth Haldeman, who
 is the sister of H. R. Haldeman,
 an assistant to President Nixon.

When the deed of trust was
 filed to switch title from the
 Cotton heirs to Title Insurance
 and Trust Company, the papers
 were returned to Charles E.
 Horning Jr., lawyer in Los An-
 geles. Mr. Horning said in a
 telephone interview in June
 that he represented the sellers
 —the Ogden's—and that he
 would not discuss the trans-
 action.

Has Beneficial Interest
 In a telephone interview with
 a representative of The New
 York Times on Wednesday, Mr.
 Ehrlichman, the counsel to the
 President, again said that Mr.
 Nixon owned only five of the
 22 acres. He qualified that by
 saying that the President had a
 "beneficial interest" in five
 acres.

Mr. Ehrlichman said again,
 as he did in 1969, that Mr.
 Nixon had paid \$100,000 down
 and had assumed a \$240,000
 debt. He was asked who had
 paid for the rest of the prop-
 erty, and replied that it was
 the Title Insurance and Trust
 Company.
 He was asked where it had
 gotten the money, and replied,
 "From the President to the ex-
 tent that they had to pay any.
 I assume most of the money
 paid has been interest, so far.

We paid some down and the
 owners have the balance due
 under a lengthy deferred pay-
 ment scheme—a purchase
 agreement."

Mr. Ehrlichman was asked
 how the heirs to the Cotton
 estate had been paid off. He
 replied, "they haven't been paid
 off yet."

In the normal course of real
 estate transactions in Cali-
 fornia, a person who has paid
 off a promissory note secured
 by his property would ask and
 receive a reconveyance of title,
 which he would record in coun-
 ty property ownership records
 to clear his title, so that he
 could sell it, make further bor-
 rowings or use it in another
 way.

Net Worth Listed
 However, if Mr. Nixon's
 property was free and clear of
 debt, he would have no reason
 to record a reconveyance of
 title unless he intended to bor-
 row or sell or somehow involve
 the property in a transaction.
 In his May 12, 1969, state-
 ment of net worth, Mr. Nixon
 listed his real estate holdings
 as being worth \$365,400 and as
 subject to mortgages or sales
 contracts of \$25,500. This was
 before his acquisition of the
 San Clemente property.

In his statement of Sept. 16,
 1972, which was described as
 reflecting his net worth as of
 June 30, he said that he had
 real estate in Florida and Cal-
 ifornia worth \$809,747, while
 he owed mortgages and trust
 deed obligations of \$518,038.
 Nowhere in this statement is
 there any reflection of any
 ownership pattern or debt
 structure that gives Mr. Nixon
 the full control he has exercised
 over all the \$1.4-million prop-
 erty acquired from the heirs of
 Hamilton Cotton.