

Maryland Society of Surveyors

**Western Maryland Seminar
Hagerstown, Maryland**

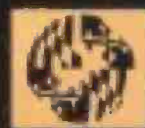
Friday, July 26, 2019

Statutory Laws of Maryland Relating to Land Surveyors

Presented by: James J. Demma, Esquire

2018 EDITION

**STATUTORY LAWS OF
MARYLAND RELATING
TO LAND SURVEYORS**



**Maryland Society
of Surveyors**

Issued by the

Maryland Society of Surveyors

Reprinted from Michie's[®] Annotated Code of Maryland

 **LexisNexis**

Regulations

General Definitions:

“Laws” created by agencies are called “regulations.”

Regulations usually must be authorized by a statute, and are subordinate to statutes, however, they have the same legal force as statutes. Agencies are part of the executive branch of state and federal government.

“Regulation”: 1. The act of regulating or the state of being regulated. 2. A principle, rule, or law designed to control or govern conduct. 3. A governmental order having the force of law. Also called *executive order*. 4... *The American Heritage Dictionary*, Fifth Edition (2011).

§ 15-208, Miscellaneous powers and duties, *Business Occupations and Professions, Annotated Code of Maryland*¹

(a) Powers. – In addition to any powers set forth elsewhere, the Board [the State Board for Professional Land Surveyors] may adopt...

(2) any regulation to carry out this title...

(b) (4) by regulation, formalize minimum standards of practice for licensees.

Code of Maryland Regulations (“COMAR”)

Title 09 Department of Labor, Licensing, and Regulation

Subtitle 13 Board for Professional Land Surveyors

Chapter 01 Code of Ethics

Chapter .01 Definitions

Chapter .02 Responsibility to the Public

Chapter .03 Public Statements, Reports, and Testimony

Chapter .04 Competency for Assignments Undertaken or approved

Chapter .05 Conflicts of Interest

Chapter .06 Improper Solicitation of Professional Employment

Chapter .07 Knowledge of Improper Conduct of Others

Chapter .08 Designation of Registrants

Chapter .09 Failure to Respond Minimum Standards of Practice

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Chapter 06 Minimum Standards of Practice

¹ Page 16, “Statutory Laws of Maryland Relating to Land Surveyors” – The “Black Book”

An Ordinance For Measuring of Land

Made Anno 33 *Edw. I, Stat. 6*, and Anno Dom. 1305

British Statutes in Force in Maryland, Julian J. Alexander (1870)

When an Acre of Land containeth x Perches in Length, then it shall be in Breadth xvi Perches; (2) when it containeth xi Perches in Length, then it shall be in Breadth xiv di. and three Quarter of one Foot; (3) when it is xii, then xiii, v Foot, and di. (4) when it is xiii, then xiii, v Foot, and almost an Inch; (5) when xiv, then xi, vii Foot, and almost an Inch; (6) when xv, then x and di., ii Foot, and iii Quarter of a Foot; (7) when xvi, then x.; (8) when xvii, then ix, vi Foot, iii q. of a Foot, and almost half an inch; (9) when xviii, then viii, xiv Foot, and viii Inches; (10) when xix, then viii, vi Foot, and xi Inches, and di.; (11) when xx, then viii Perches; (12) when xxi, then vii Perches, x Foot, ii Inches, and iii q. of an Inch; (13) when xxii, then vii, iv Foot and a half; (14) when xxiii, then vi, iii q. ii Foot, and xi Inches and di. (15) when xxiv, then vi and di., ii Foot, and vi Inches; (16) when xxv, then vi, vi Foot, and almost ii Inches; (17) when xxvi, then vi, ii Foot, and almost di.; (18) when xxvii, then v., iii Quarter, v. Inches, and di.; (19) when xxviii, then v, xi Foot, x Inches, and di.; (20) when xxix, then v, viii Foot, v. Inches, and di.; (21) when xxx, then v, v Foot, and di.; (22) when xxxi, then v, ii Foot, and viii Inches; (23) when xxxii, then v.; (24) when xxxiii, then iv, xiv Foot and iv Inches; (25) when xxxiv, then iv and di. iii Foot, and iv Inches; (26) when xxxv, then iv and di. i Foot, iii Inches and di.; (27) when xxxvi, then iv, vii Foot, and iv Inches; (28) when xxxvii, then iv, v. Foot, and iv Inches; (29) when xxxviii, then iv, iii Foot, and almost di.; (30) when xxxix, then iv, i Foot, and almost ix Inches; (31) when xl, then iv.; (32) when xli, then iii, iii q., i Foot, and x Inches; (33) when xlii, then iii, iii q. and vii Inches; (34) when xliii, then iii, and di., iii Foot, and an Inch and di.; (35) when xliv, then iii and di., ii Foot, and iii Inches; (36) when xlv, then iii and di., di a Foot, and iii Inches.

Note

Roman numerals are a numeral system originating in ancient Rome, adapted from Etruscan numerals. This system was used in classical antiquity, and was slightly modified in the Middle Ages to produce the system that we use today. It is based on certain letters which are given values as numerals. *Statute 6 of Edward I*, as it was enacted by the British Parliament in 1305, was originally written in Latin, and therefore Roman numerals were appropriately used rather than the Arabic numerals that we use today.

CASES

ARGUED AND DETERMINED

IN THE

PROVINCIAL COURT AND COURT OF APPEALS

OF THE

PROVINCE OF MARYLAND,

FROM THE YEAR 1658 DOWN TO THE AMERICAN REVOLUTION.

* PROVINCIAL COURT, 1658. Liber S.

WILLIAM STONE *vs.* WILLIAM BOREMAN.

A warrant for land must be legally pursued within the time prescribed.

UPON the difference between Capt. William Stone and William Boreman, touching the said Boreman's land at Nanjemoy, it appearing to this Court that the said Boreman did not legally pursue his warrant for four hundred acres of land within the time of the said warrant prescribed—It is ordered by this Court that a patent immediately be passed to Capt. William Stone of the land by him demanded, and in regard that the said Boreman's right to so much land doth yet remain unto him; and the surveyor did, in his own wrong, survey and receive pay * for survey of that land at Nanjemoy. It is ordered also by the Court that the said Boreman shall have 400 acres in some other convenient place, and the surveyor to lay it out without satisfaction or pay from the said Boreman.

PROVINCIAL COURT, FEBRUARY, 1660.

"WHEREAS Edward Lloyd, maketh it appear to this Court per draughts and the plots of land surveyed for him in Wye River, that his long lines running S. E. he also having purchased two patents, next adjoining upon him; the long lines of which patents, running E. per which occasion he wants much of his due proportion of land. Upon his motion and the consideration thereof, the Court hath thought fit and ordered that the long lines of the land purchased of William Granger shall run S. E. provided it prejudice no survey made before these presents."

At a Court holden in Anne Arundel County, on Tuesday, August 2, 1659.

Present—His Excellency, JOSIAS FENDALL, Esq. Governor and Chief Justice.

<i>The Hon.</i>	{	PHILIP CALVERT, Esq. Secretary, Col. NATHANIEL UTYE, Esq. Mr. EDWARD LLOYD, Esq.	}	<i>Councillors.</i>
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The lands of those who had not subscribed the engagement of fidelity or complied with the conditions of plantation forfeited to the Lord Proprietary.

WERE called before the Board George Dorrel, James Homewood, and other the inhabitants of the County of Anne Arundel, (being warned to appear upon special writ) who have not subscribed the engagement nor made oath of fidelity to his Lordship according to the Act of Assembly in that case provided, to shew cause why the several lands or plantations seated and planted by them should
 3 * not be seized into the Lord Proprietary's hands, they having not performed the conditions of plantation propounded and granted by his Lordship, whereby they may be made capable and assured of enjoying the same.

In answer thereto, George Dorrell saith that he hath not subscribed the engagement, neither will he make oath of fidelity to his Lordship; and further, that part of the land he now enjoyeth was taken up by him upon his own right for his transport, and part he purchased and bought of Richard Young, deceased, before the engagement was propounded or tendered according to the Act.

James Homewood and Thomas Homewood say the same touching the engagement and oath of fidelity. Yet they presume to have right to the land they enjoy; for that they made oath of fidelity in Capt. Stone's time of government, and seated their lands upon his Lordship's promise.

In subsection (e) of this section, the words "human remains" are substituted for the former reference to "remains of any human body" for clarity and uniformity within this subtitle.

In subsection (e)(1) of this section, the former reference to "Baltimore City" is deleted in light of the defined term "county".

The Criminal Law Article Review Committee notes, for the consideration of the General Assembly, that a literal reading of subsection (b) of this section, prohibiting the willful de-

struction, damage, and removal of a plant in a cemetery, would prohibit normal horticultural maintenance, including trimming of trees and shrubs and even lawn cutting.

Defined terms:

"County"	§ 1-101
"Funerary object"	§ 10-401
"Permanent cemetery"	§ 10-401
"Person"	§ 1-101

When developers discovered abandoned cemetery. — When the developers discovered the cemetery on Lot 20, as alleged, they were prohibited by law from removing the grave-stones and could have faced misdemeanor charges and, upon conviction, prison time and/or a fine for doing so; they could have accomplished their goal of developing Lot 20 but only with the authorization of the State's

Attorney for Howard County and by taking the measures required by statute to remove and rebury any human remains. It was implicit in the allegations in the first amended complaint that they sought to circumvent that process, and the expenses they would incur, by engaging in criminal acts to cover up the cemetery's existence. *Rhee v. Highland Dev. Corp.*, 182 Md. App. 516, 958 A.2d 385 (2008).

Subtitle 5. Crimes Against Marriage.

§ 10-501. Adultery.

(a) *Prohibited.* — A person may not commit adultery.

(b) *Penalty.* — A person who violates this section is guilty of a misdemeanor and on conviction shall be fined \$10. (An. Code 1957, art. 27, § 3; 2002, ch. 26, § 2.)

REVISOR'S NOTE

This Revisor's note comprises information related to the revision by Acts 2002, ch. 26.

This section is new language derived without substantive change from former Art. 27, § 3.

This section is revised in standard language used to describe a statutory crime. Adultery was not a crime at common law, although it did have consequences relating to marriage and divorce. *See Cole v. State*, 126 Md. 239, 94 A. 913 (1915).

In subsection (b) of this section, the reference to being "guilty of a misdemeanor" is added to state expressly that which only was implied in the former law by the reference to a "conviction". In this State, any crime that was not a felony at common law and has not been declared a felony by statute, is considered to be a

misdemeanor. *See State v. Canova*, 278 Md. 483, 490 (1976), *Bowser v. State*, 136 Md. 342, 345 (1920), *Dutton v. State*, 123 Md. 373, 378 (1914), and *Williams v. State*, 4 Md. App. 342, 347 (1968).

The former phrase "in any of the circuit courts for counties in this State" is deleted in light of CJ § 4-301, which provides that the District Court generally has exclusive original jurisdiction of common-law and statutory misdemeanors, unless the potential penalty includes confinement for at least 3 years or a fine of at least \$2,500. The Criminal Law Article Review Committee brings this substitution to the attention of the General Assembly.

Defined term:

"Person"	§ 1-101
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WARNING

**NO
TRESPASSING**

**VIOLATORS
WILL BE SHOT
SURVIVORS
WILL BE SHOT
AGAIN**

**PRIVATE
PROPERTY**

**IF YOU CAN
READ THIS,
YOU'RE
IN RANGE**

**SURVIVORS WILL
BE PROSECUTED**

Has rights to cut the roots.

SCALE
EXAGGERATED

Lot 6

Thompson Residence
(Single wide)
#14446

Hester Thompson
(Angry at the idea of
Bob Bronsky cutting
the roots to her
father's trees. She
just couldn't let it go.
She demanded that her
boyfriend Jeff "Go over
there and do
something about it".)

Jake Bronsky
(admiring the work
his father Bob did
cutting the roots
that encroached
onto the Bronsky
property.)

NO
TRESPASSING
THIS LEAVES YOU

NO
TRESPASSING

cut line

Bronsky Residence
(Doublewide)
#14444

Lot 5

Jeffrey Kevin Daver,
Hester's boyfriend,
Shot dead by Bob
Bronsky. (He couldn't
take Hester's ranting
and raving about the
tree roots any longer
and, goaded on by
her, went next door to
confront Jake about it.)

Bob Bronsky
(shown here with
his Benjamin .22
Caliber Break Barrel
Carbine that he'd
recently purchased
at Wal-Mart) took
exception to Jeff's
attitude and
demeanor and shot
him dead.

DONKEY TRAIL ROAD
(UNPAVED COUNTY ROAD)
30' RW

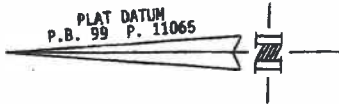
Lot 4

Roots Subdivision

March, 2012

No Scale

(a historically inaccurate cautionary tale.)



LOT 55
BLOCK E
(KANE)
PLAT 15339
GREAT FALLS ESTATES

MAINTENANCE
EASEMENT
PER PLAT 15339

AREA OF DRIVEWAY ACCESS
1,327 sq. ft. (0.03047 ac.)

P.O.B.

EX. BRICK
PAYER
DRIVEWAY

N41°46'17"W
4.91'

18.10'
N32°35'52"W
18.27'
S60°58'40"W
49.31'

S77°44'34"E
79.86'

117.77'

N28°07'02"W

S27°48'43"E
69.47'

15' ACCESS EASEMENT
PER PLAT 15339

S12°41'40"E
44.40'

S12°41'40"E 180.00'
(RECORD & SURVEY)

LOT 54
BLOCK E
(RUSHFORTH)
PLAT 15339
GREAT FALLS ESTATES

N12°41'40"W 460.00' (RECORD)

LOT 45
BLOCK E
(BAAS)
PLAT 13686
GREAT FALLS ESTATES

EXHIBIT "B"

SITE SOLUTIONS, INC.
10000 Amaranth Drive Suite A
Germantown, Maryland 20874-1211
(301) 840-7000 Fax (301) 840-7001
Planning - Landscape Architecture - Engineering - Surveying

SKETCH OF DRIVEWAY ACCESS EASEMENT ACROSS LOT 55, BLOCK E
11112 CRIPPLEGATE ROAD
PLAT # 15339, GREAT FALLS ESTATES
LOT 54, BLOCK E
POTOMAC ELECTION DISTRICT #10
MONTGOMERY COUNTY, MARYLAND

1" = 20'	13/15/2017
SCALE	DATE
SHEET	1 OF 1
DRAWN BY	2107
PROJECT #	



QUITCLAIM DEED

1. DATE _____
 2. TIME _____
 3. LOCATION _____
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25. 10/11/19

1954年12月15日

3-10-1942

LIBER 5059 FOLIO 100

DEED

THIS DEED, made this 28 day of Oct, 1977, by and between OLD GEORGETOWN ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter referred to as the "Party of the First Part", and the MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION, hereinafter referred to as "Party of the Second Part".

WITNESSETH:

In consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, the said Party of the First Part does hereby grant, confirm and convey unto the Party of the Second Part, its successors and assigns, in fee simple, all that parcel of land, situate, lying and being in Rockville District No. 4 of Montgomery County, Maryland, as more particularly described in the legal description and plat attached hereto and made part hereof as Exhibit "A".

TOGETHER WITH all and singular the buildings, improvements, ways, easements, rights, waters, privileges, covenants and appurtenances to the same belonging, benefiting or in any way appertaining, and all the estate, title right, interest and claim, either at law or in equity, or otherwise, however, of the said Party of the First Part, of, in, or out of the said land and premises.

RESERVING, SAVING, AND EXCEPTING unto the Party of the First Part, its successors and assigns, an easement, as more particularly described in the legal description and plat attached hereto and made part hereof as Exhibit B, in, through, on, over and across said land and premises above-described or mentioned and hereby intended to be conveyed, for the installation, repair, maintenance, reconstruction and alteration of water and sanitary sewer line(s) and related facilities and appurtenances intended to serve all or any part of the adjoining or adjacent parcels of land, including the improvements now or hereafter erected thereon, owned by the Party of the First Part, its successors and assigns and all or any part of any additional parcels of land, including the improvements now or hereafter erected thereon, hereafter acquired by the Party of the First Part, its successors and assigns. The Party of the First Part further reserves the privilege to grant to other parties the easement and rights herein reserved.

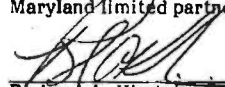
TO HAVE AND TO HOLD said land and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part, its successors and assigns.

AND the said Party of the First Part covenants that it will warrant specially the property hereby conveyed; that it will execute such further assurances of said land as may be requisite; and that it has the right to convey the property.

IN WITNESS WHEREOF, THE SAID Party of the First Part has caused this DEED to be executed by the signatures of its duly authorized partner the day and year first above written.

WITNESS:

OLD GEORGETOWN ASSOCIATES
LIMITED PARTNERSHIP, a
Maryland limited partnership


Richard A. Kirstein, General Partner

ACK

CLERK

REC-77

1977 DEC 28 PM 4:04

MONTG. CO. MD.

CHARLES P. JOHNSON P.E.
MICHAEL B. McCORDIC P.E.
R. BRUCE THOMPSON P.E. & L.S.

LIBER 5059 FOLIO 011
JOHNSON, McCORDIC & THOMPSON, P.A.
ENGINEERS • PLANNERS • SURVEYORS

1620 ELTON ROAD, SILVER SPRING, MD. 20903
434-7000

July 22, 1977

DESCRIPTION OF
12.0 ACRE SCHOOL / **PARK PARCEL**
TO BE CONVEYED TO
THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PART OF THE PROPERTY OF

OLD GEORGETOWN ASSOCIATES
ROCKVILLE DISTRICT NO. 4
MONTGOMERY COUNTY, MARYLAND

Being part of Parcel Two as described in a deed from Alvin Lothrop Luttrell to Old Georgetown Associates, a Limited Partnership, dated August 26, 1974 and recorded among the Land Records of Montgomery County, Maryland in Liber 4571 at Folio 43, and being more particularly described as follows:

Beginning for the same at a point on the fourth or South 86°10'00" West 1323.57 foot deed line of Parcel Two as described in the aforesaid deed, 401.53 feet from the beginning thereof; said point also being on the northerly right of way line of Nicholson Lane (formerly known as Wall Lane - 80.00 feet wide); and running thence with said right of way line and with the remainder of the aforesaid fourth deed line

1. South 86°11'55" West 922.04 feet to a point at a point of curvature of a fillet; thence running with the fifth, sixth, seventh, eighth, ninth and tenth deed lines of Parcel Two as described in the aforesaid deed, and also along the southeasterly right of way line of Old Georgetown Road (Maryland Route 187), the six (6) following courses and distances
2. 91.50 feet along the arc of a curve deflecting to the right having a radius of 45.00 feet and a chord bearing North 35°25'58" West 76.53 feet to a point; thence
3. 150.00 feet along the arc of a curve deflecting to the left having a radius of 4,619.65 feet and a chord bearing North 19°38'38" East 149.99 feet to a point; thence
4. North 31°44'13" East 64.66 feet to a point; thence
5. North 22°55'58" East 102.02 feet to a point; thence
6. North 02°12'02" East 104.40 feet to a point; thence
7. 217.39 feet along the arc of a curve deflecting to the left having a radius of 4,619.65 feet and a chord bearing of North 14°00'12" East 217.37 feet to a point at the beginning of the eleventh or North 86°35'48" East 1470.09 foot deed line of Parcel Two as described in the aforesaid deed; thence running with part of said eleventh deed line

EXHIBIT "A"
PAGE 183

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 5059 FOLIO 02

- 2 -

8. North 86°37'43" East 720.98 feet to a point; thence running in, through, over and across the aforesaid Parcel Two, the five (5) following courses and distances
9. South 03°22'17" East 146.96 feet to a point; thence
10. South 84°07'33" West 116.62 feet to a point; thence
11. South 00°01'55" West 132.00 feet to a point; thence
12. North 86°19'25" East 84.33 feet to a point; thence
13. South 13°28'05" East 374.12 feet to the place of beginning, containing 522,720.00 square feet or 12.000 acres of land.

Subject to slope easements as shown on State Highway Administration Right of Way Plat Nos. 32722 and 32723.

Subject to slope easements as shown on Dedication Plats recorded among the aforesaid Land Records in Plat Book 82 as Plats 8428 and 8429.

Subject to the sanitary sewer easement hereinabove reserved.

EXHIBIT "A"
Page 2 of 3

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

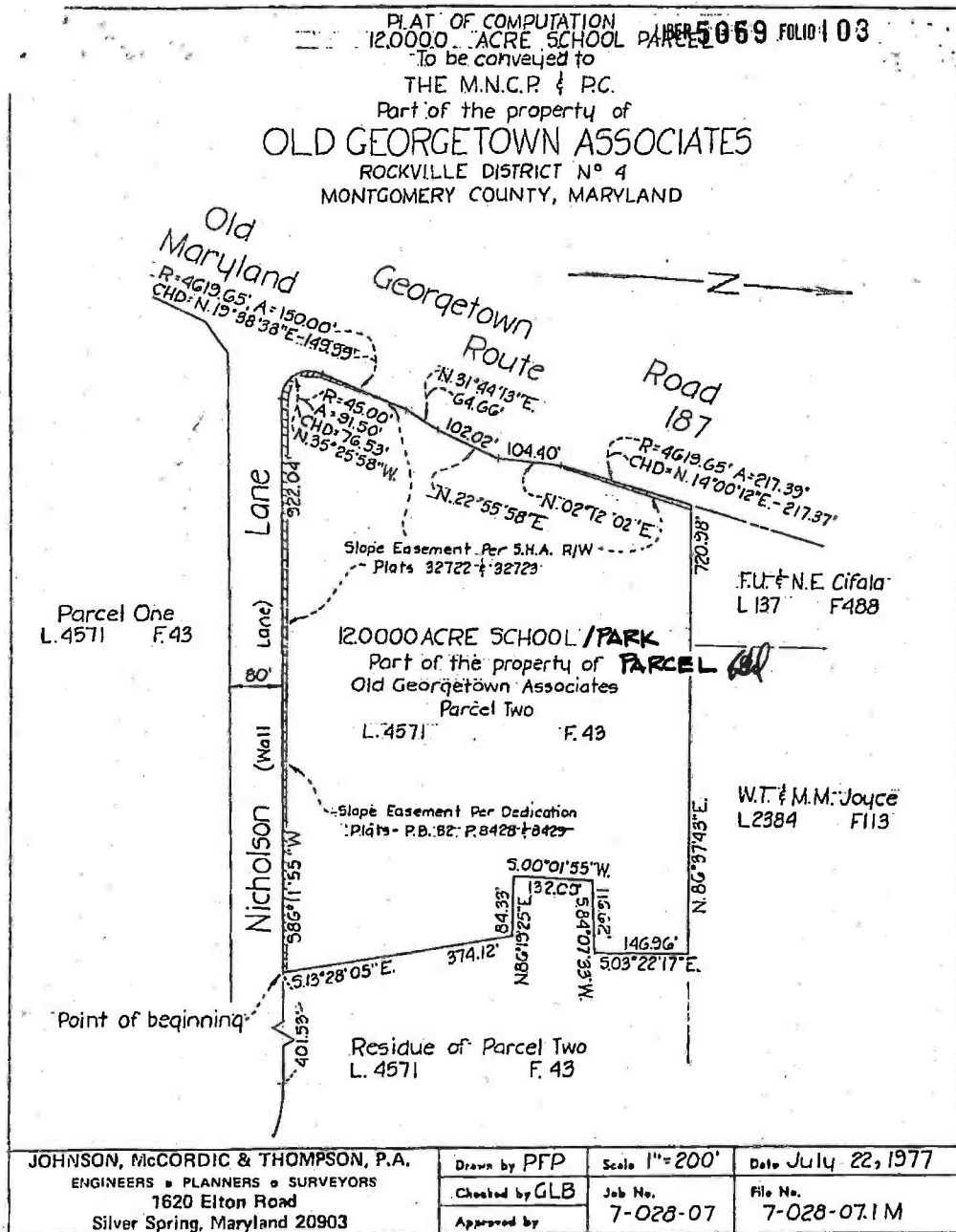


EXHIBIT "A"
page 3 of 3

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.



Now I saw, though too late, the folly of beginning a work before we count the cost, and before we judge rightly of our own strength to go through with it.

Robinson Crusoe
(Diary circa 1659)

Words and Phrases to Consider: fear nothing – inhibitions – focus – thinking - question – reading - “cabbages” – doubt – listen – persuasion - persistence - take nothing at face value – be objective – be fair – keep learning – always ask a second or third time - empathy...

Man...Sacrifices his health in order to make money. Then he sacrifices money to recuperate his health. And then he is so anxious about the future that he does not enjoy the present; the result being that he does not live in the present or the future; he lives as if he is never going to die, and then dies having never really lived.

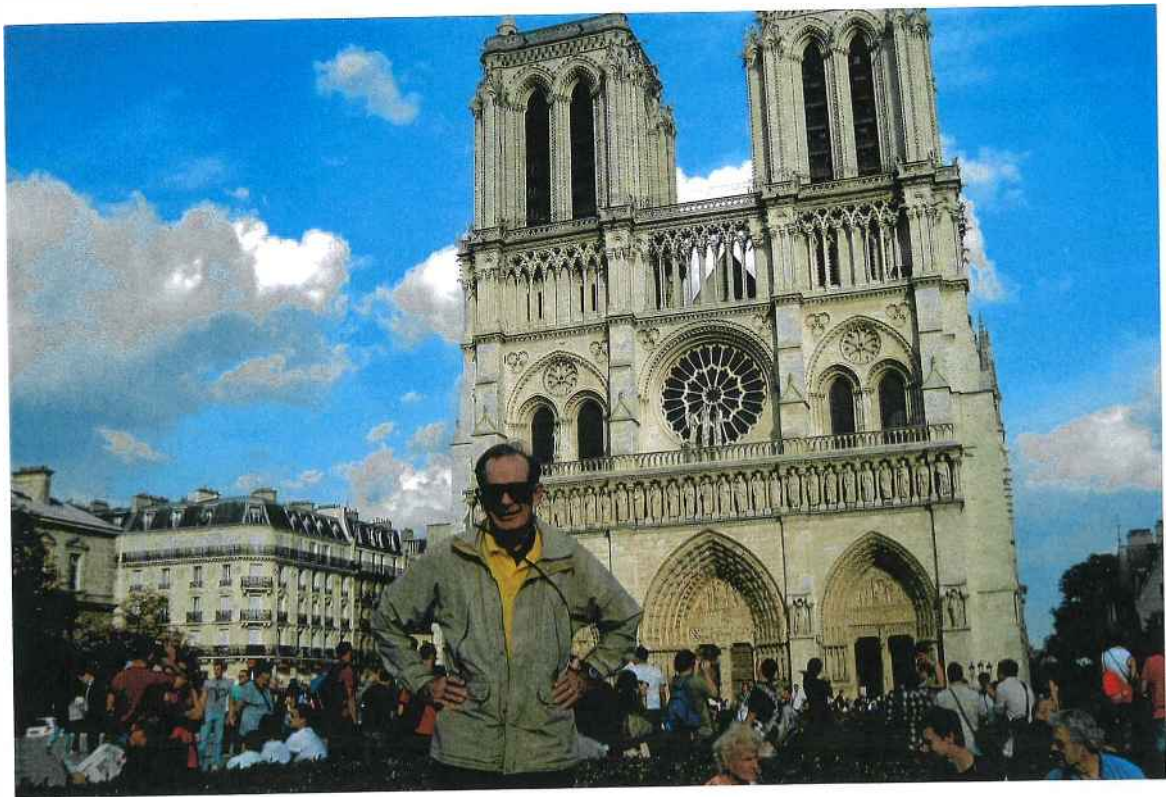
Dalai Lama

It ain't what you do not know that gets you into trouble, but what you know for sure that ain't true.

Mark Twain

No interest is good unless it must vest, if at all, not later than twenty-one years after some life in being at creation of the interest.

Duke of Norfolk Case (1682)
John Chipman Gray (1886)





CHAPTER XV.

RESPONSIBILITIES OF THE SURVEYOR.

THIS completes the suggestions which I wished to offer, but I would like in conclusion to say a few words in a general manner. This very brief treatise is not intended as a handbook for surveyors in any way; it is not didactic — it is suggestive only. It is intended to give a little light to men thrown, for perhaps the first time, on their own responsibility or brought face to face with problems which they have not met in their previous experience. For the solution of these problems no general rules can be laid down; each man must work out his own salvation. All that I hope to do is to give a few suggestions from hard-won personal knowledge which may make the road a little easier.

The problems of boundary lie at the foundation of all surveying, for one must know where a line is before he can measure it, and the solution of these problems calls for the same powers of accurate observation and of consecutive and logical thought that are demanded for successful work in any branch of modern science. It is needless to say that the successful surveyor must be accurate in his instrument work and in his computation; yet, if he would really succeed, he must go beyond this. He must add to this the

patience to collect all the evidence which can be found bearing upon the case in hand, together with the ability to weigh this evidence to a nicety and to determine clearly the course pointed out by the balance of probability. If, in addition, he possesses enough imagination to cast pleasant lights across the desert of dry details, he should be successful indeed.

The watchwords of the surveyor are Patience and Common Sense.

The vocation of the Civil Engineer has always been invested with a dignity of its own. But it seems to me that of late years, in paying him the honor which is his just due, we are apt to fix a little too wide a gap between him and his humbler brother, the Surveyor. We give engineering the chief attention in our technical schools, but surveying we are wont to relegate to the Freshman class. Yet the profession of the Surveyor deals with one of the oldest and most fundamental facts of human society — the possession and inheritance of land. Fire, flood and earthquake wipe out the greatest works of the engineer, but the land continueth forever.

Curiously enough the Surveyor is isolated in his calling, and therein lie his responsibility and his temptations. The lawyer comes nearest to understanding the work, yet of the actual details of a survey most lawyers are woefully ignorant. The business man who can judge to a hair the fulfillment of a contract has no eye for the shortened line

or the shifted landmark. To the skilled accountant of the bank the traverse sheet is a closed book. Dishonesty in ordinary business life cannot long be hid and errors in accounts quickly come to light, but the false or faulty survey may pass unchallenged through the years, for few but the Surveyor himself are qualified to judge it. I maintain that in the hands of the Surveyor, to an exceptional degree, lie the honor of the generations past and the welfare of the generations to come; in his keeping is the Doomsday Book of his community, and who shall know if he is false to his trust? Therefore I believe that to every Surveyor who values his honor and has a full sense of his duty the fear of error is a perpetual shadow that darkens the sunlight.

Yet it seems to me that to a man of active mind and high ideals the profession is singularly suited; for to the reasonable certainty of a modest income must be added the intellectual satisfaction of problems solved, a sense of knowledge and power increasing with the years, the respect of the community, the consciousness of responsibility met and work well done. It is a profession for men who believe that a man is measured by his work, not by his purse, and to such I commend it.

Recent Cases and Some Not That So Recent
A Very Preliminary Third Supplement to the “Brown Book”

Rounds v. Maryland v. Maryland-National Capital Park and Planning Commission
441 Md. 621, 109 A.3rd 639 (2015)

The Petitioners pled sufficient facts to support a claim for slander of title against a surveyor and the surveying firm, which are: (1) a false statement, (2) that the false statement was communicated to someone else (publication), (3) malice, and (4) special damages.

Rushforth v. Kane
Case No. 422196-V – Montgomery County Circuit Court (2018)

The grant of an express easement includes the right to use “the last inch of the land granted as well as the first inch.” To establish the existence of a prescriptive easement, the plaintiffs must demonstrate that their use has been adverse, exclusive and continuous and interrupted for twenty years or more.

Rhee v. Highland Development Corporation
182 Md.App. 516, 958 A.2d 385 (2008)

Subsequent property purchasers brought an action against the developer and the firm which surveyed the property, alleging that the defendants fraudulently concealed the existence of a desecrated cemetery on the property. Apart from any personal reluctance to live on top of a burial site with human remains resting barely two feet below ground, the desecration and concealment of a graveyard places limitations and potential obligations on the buyers that they would not expect, or desire, for residential property.
