

## **How to Fix a Boundary Line Acquiescence & Adverse Possession Agreement & Practical Location**

*This subject opens a wide field, and the cases having a bearing upon it are exceedingly numerous. From an examination of many of them we cannot fail to see, that the principle of dispensing with strict and exact proof, in the prescribed form, of every estate, interest, authority, easement, &c., is one of universal application in every branch of the law, municipal, or national. Any system of jurisprudence, which should discard it, would be intolerable. It is diversified and modified in a thousand ways, but can be traced everywhere. Under the name of prescription, limitations, presumption, estoppel, reputation, acquiescence, it is, in essence, the same thing. The only difficulty exists in making a proper application of it. No doubt it would be going too far, to say, that any power of discrimination, or amount of industry, could deduce from the chaos of decisions a clear, rational and intelligible system, accommodated to the varied position of parties, the nature of the estate, right, or authority, to be affected. Neither a Bacon nor a Coke nor a Mansfield could accomplish so herculean a task.*

**Downer v. Dana: 19 Vt. 338 (1847)**

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# Contents

<b>Introduction</b> .....	1
<b>Section One: Perception of the Land</b> .....	3
Before the Statute of Frauds: Livery of Seisin.....	3
Background: The Statute of Frauds.....	5
English Origins of the Statute of Frauds.....	5
Statute of Frauds in the United States.....	7
Statute of Frauds & Easements: Virginia Exception.....	8
Variations in the Statute of Frauds.....	10
Louisiana.....	10
Hawai'i.....	11
New Jersey.....	12
Pennsylvania.....	13
Deeds: Sufficiency of Description.....	17
Multiple Documents as a Single Agreement.....	19
The Effect of Parol Evidence on Ambiguous Deeds.....	21
Identification by the Senses.....	24
Adverse Possession & Identification by the Senses.....	26
Practical Location & Identification by the Senses.....	26
Strip and Gore Doctrine.....	28
Variations by State.....	31
Idaho.....	31
Indiana.....	31
Maryland.....	32
New Mexico.....	32
Texas.....	33
West Virginia.....	33
Part Performance of Oral Contracts.....	34
Anderson v. Abernathy: Case Study.....	35
Some States reject Part Performance.....	39
Statutory Recognition of Part Performance.....	40
Final Thoughts.....	40
<b>Section Two: Agreement</b> .....	41
Parol Agreements.....	41
An early Example: Maryland.....	44

California: Greater Duration.....	45
Idaho: Agreement Proved by Acquiescence.....	46
Parol Agreement and Easements.....	47
New York.....	48
Washington State.....	49
Wisconsin.....	49
Ohio: Many Factors Can Affect Parol Agreements.....	50
Level of Uncertainty Required.....	52
Idaho.....	52
Indiana.....	52
Virginia.....	53
Informal Written Agreements.....	54
Variations by State.....	56
North Carolina.....	56
Oregon.....	57
Texas.....	58
Statutory Authority: Written Landowner Agreements.....	59
New Hampshire.....	59
Montana.....	59
Utah.....	60
Boundary Line Agreement & the Surveyor.....	61
Delaware.....	62
Louisiana.....	63
Tennessee.....	64
Final Thoughts.....	65
<b>Section Three: Estoppel</b> .....	66
Estoppel Against the State.....	69
Michigan: Cooley's View of Boundary by Estoppel.....	71
Boundary by Estoppel: State Variations.....	73
Kentucky.....	73
Maine.....	74
Texas.....	75
Utah.....	75
Washington.....	76
Easement by Estoppel.....	77
Easement by Estoppel: State Variations.....	79
Colorado.....	79
Wyoming.....	79
Extinction of Record Easement.....	80

<b>Section Four: Acquiescence</b> .....	81
General History.....	81
New York: Origins of Acquiescence.....	87
Early Doctrine in Other Jurisdictions.....	92
Acquiescence: State Variations.....	94
Alaska.....	94
Arkansas – Type “B”.....	95
California – Type “A”.....	98
Indiana.....	99
Maine – Type “B”.....	101
Michigan.....	102
Missouri.....	106
New Hampshire – Type “B”.....	107
North Carolina – Type “A”.....	108
North Dakota.....	108
Oklahoma.....	109
Texas – Type “A”.....	111
Utah – Type “B”.....	112
Vermont – Type “B”.....	112
Wisconsin.....	115
Wyoming – Type “A”.....	118
Statutory Acquiescence.....	120
Colorado.....	120
Iowa.....	123
Nebraska.....	132
Georgia.....	134
Acquiescence: Not Accepted in All Jurisdictions.....	138
Maryland: Undecided.....	138
Acquiescence to Municipal Boundaries.....	140
Acquiescence & State Lines: U.S. Court Decisions.....	144
Final Thoughts.....	147
<b>Section Five: Conditional and Consentable Lines</b> .....	148
Kentucky: Conditional Boundary Line.....	149
Pennsylvania: Consentable Boundary Line.....	151
Fences and the Consentable Boundary Line.....	154
Two Separate Theories of Consentable Line.....	155
Arkansas.....	156

<b>Section Six: Practical Location</b> .....	157
Three Possible Definitions.....	158
Situations Where Practical Location May Apply.....	159
Definition 1: Practical Location as Evidence.....	161
The Cooley Dictum: Michigan.....	161
Oregon quotes Justice Cooley.....	162
Utah.....	163
Definition 2: Parol Agreement.....	164
California.....	164
Delaware.....	164
Definition 3: Lines Marked Supersede Written Description.....	166
North Carolina.....	166
Pennsylvania.....	168
Tennessee.....	168
Virginia.....	169
Washington State.....	170
Common Grantor Doctrine.....	170
Other Definitions: Analog to Acquiescence.....	174
New York – Early Decisions.....	174
Minnesota.....	175
Utah.....	177
Final Thoughts.....	177
Practical Location of Easements.....	178
Colorado.....	179
Massachusetts.....	180
New Mexico.....	180
Unusual Rulings: Elements of Practical Location.....	182
New York.....	182
South Carolina.....	183
<b>Section Seven: Adverse Possession</b> .....	185
General Requirements.....	186
Additional Statutes.....	189
Presumption of Adverse/Permissive Use.....	190
Permission by the Record Owner.....	191
Interrupting Prescriptive Claims.....	193
Tacking by Successive Claimants.....	195
Color of Title.....	196
Claims under Mistaken Belief.....	197
Adverse Claims of Mineral Estates.....	198

Discovery Rule and Underground Trespass.....	199		
Adverse Claims Against the State.....	202		
When Does Title Vest in the Adverse Claimant?.....	207		
When Can a Claim Be Perfected? .....	208		
U.S Supreme Court Decisions .....	209		
Effect of a Survey on a Prescriptive Claim.....	212		
Prescriptive Claims and Parked Vehicles.....	214		
Record Easement Extinguished by Adverse Possession.....	215		
Champerty: Kentucky and Tennessee.....	216		
Effect of an Ordinance on an Adverse Claim .....	217		
Neighborly Accommodation.....	218		
Key States for Neighborly Accommodation.....	218		
Doctrine Considered in Other States.....	219		
Applicable to Easements or Claims of Fee.....	220		
Adverse Possession: State Variations.....	223		
Alaska.....	223		
California.....	225		
Indiana.....	226		
New York: Recent Legislation: RPAPL 543.....	229		
Las Siete Partidas: Early History.....	231		
Louisiana.....	231		
New Mexico.....	232		
Texas.....	233		
Final Thoughts: .....	234		
<b>Section Eight: Doctrine of the Presumed Grant .....</b>	<b>235</b>		
Early English Precedent for the Lost Grant .....	236		
U.S. Supreme Court Developments .....	237		
State Variations.....	240		
Delaware.....	240		
Florida.....	241		
Illinois.....	241		
Mississippi.....	242		
Missouri.....	243		
New Jersey.....	243		
New Mexico.....	244		
Ohio.....	245		
Vermont.....	246		
Final Thoughts.....	247		
<b>Section Nine: Doctrine of Merger.....</b>	<b>248</b>		
Doctrine of Merger: Basic Principles.....	248		
Extinguishment of Existing Easement.....	249		
Doctrine of Merger: Additional Variations .....	250		
Merger: Unusual Rulings .....	251		
Requirement for the Creation of a New Easement .....	252		
State Variations.....	256		
Arkansas.....	256		
Indiana.....	256		
Kansas.....	257		
New Jersey.....	258		
North Carolina.....	259		
Pennsylvania.....	260		
Texas.....	261		
Washington.....	262		
Doctrine of Merger and Fee Simple Title .....	262		
<b>Section Ten: Common Scheme Doctrine .....</b>	<b>266</b>		
Common Scheme Applied With Caution .....	268		
Common Scheme Doctrine and the Meeting of Minds.....	269		
State Variations.....	270		
Arizona.....	270		
California: Conflicting Views .....	271		
Delaware.....	274		
Hawai'i.....	275		
Iowa.....	277		
Michigan.....	277		
New Jersey.....	278		
Oklahoma.....	280		
Oregon.....	281		
Rejecting Common Scheme: North Carolina.....	281		
<b>Closing Thoughts: How to Solve the Problem.....</b>	<b>282</b>		
<b>Glossary of Terms.....</b>	<b>283</b>		
<b>Index .....</b>	<b>295</b>		