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Excerpts from 1st & 2nd Quarter 2012Blog Entries ....

New Tax on Indemnity Mortgages: Another $36MM: The Maryland Senate gave final approval to a package of tax hikes that will raise more than $300 million a year, with the bulk of it coming from increases of 5% to 15% on incomes of taxpayers making more than $100,000 per year. Buried in the legislation is a little noticed provision that will also [...]

A Misappropriation of Housing Settlement Funds: Hot off the New York Times presses is an amazing article penned by Shaila Dewan entitled, *Needy States Use Housing Aid Cash to Plug Budgets.* If this weren't true (and sad), it would comical. Talk about governments running so far in the red these days that they are acting more like crack addicts trying to secure their [...]

Where is the bottom to the residential RE market?: When is the bleeding going to stop? Frankly, it's hard to know. One bit of advice is to hold your powder before you pull the trigger on making distressed property investments. Although it's true that this "may" be the time, sharpen your pencil and measure twice before moving forward. Here's some data to support that [...]

Tale of 2 Commercial Real Estate Markets: Under and Over $2.5MM: So what's the state of the commercial lending marketplace? Although large projects over $2.5MM have shown signs of picking up some momentum in 2011 & 2012, a major portion of small commercial-property deals in the U.S. have fallen through because of stricter lending standards, according to a National Association of Realtors survey. While the commercial real [...]

CRE: Still Stressed, BUT Improving: The amount of commercial real estate backed by troubled loans in the United States continues to fall from a high of $191.5 billion set in March 2010. So-called distressed real estate, which included properties in default or foreclosure and real estate taken over by lenders, totaled $166.9 billion [...]

Positive Tea Leaves: Architecture Billing Highest Since '07: Led by the commercial sector, the Architecture Billings Index (ABI) — a true economic indicator — has now remained in positive territory four months in a row. The American Institute of Architects (AIA) said the February ABI score was 51.0, following a mark of 50.9 in January. SEE: AIA Billings Index Shows Third Straight Month of Positive Growth (2/22/12) The new projects inquiry [...]

Foreclosure Sale Fees: A Potential Quagmire!: Here is a very interesting, and potentially scary, Maryland real estate issue, astutely identified by DLA Piper's Jack Machen. Given the potential exposure of this ruling to most who follow our Maryland Commercial Title Blog, and operate in this arena daily, I thought I'd post this immediately. In Maddox v Cohn, the Maryland Court of Appeals, on [...]

Mortgage Backed Securities: A Renewed Investment?: A Maryland real estate investment trust that invests in mortgage-backed securities is planning to raise up to $1.8 billion in a stock sale. American Capital Agency in Bethesda said in a news release that it intends to use the proceeds from the secondary offering to buy up additional securities, as well as for general corporate purposes. The [...]

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MYLES TITLE BREAKFAST SEMINAR
THE 2011 REAL ESTATE CASE REPORT

By
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Baltimore, MD

June 7, 2012

This report attempts to gather all reported cases decided by the Maryland State and Federal courts in the past calendar year in the area of "traditional" real estate law. Several unreported cases are also included based on the quality of legal discussion in them. Detailed treatment is given to cases with something interesting or amusing to say, although humor was thin in 2011. Cases in the areas of zoning, land use, insurance and torts are selectively included. The year 2011 was marked by several important discussions of areas which have not been talked about for many years, as well as a couple of cases of first impression. As usual, there were many cases about easements, some with extended discussion of the law. Any attorney with a case in this area must be familiar with the 2011 cases. Not surprisingly, the surge in the number of cases involving all aspects of mortgages and mortgage foreclosure continued unabated. There were cases about document review fees, abatement of interest, liability of a purchaser for condominium fees, and foreclosure of partial ownership interests.

My selection of cases for 2011 follows, and then I have added a section called "Notes" with some short comments on other cases:

1. **DICTA, AND EQUITABLE CONVERSION APPLIES** — Grant v. Kahn, 198 Md.App. 421, 18 A.3d 91 (Woodward, J. April 27, 2011) – It is always nice to see our appellate courts recognize that *dicta* in prior cases is not controlling. In the Grant case, Grant signed a contract to purchase a house from Ganz. The contract contained a normal financing contingency concerning the ability of the buyer to obtain financing for purchase of the property. Between the date of the contract and closing, Kahn obtained a judgment against Ganz. Grant settled on purchase of the property for $320,000.00 with no knowledge of the judgment. Kahn then sought to execute on the judgment against the property on the basis that there was no equitable conversion because of the contingency of the contract. There is a basic rule that equitable conversion is available to a buyer only if that buyer would be entitled to have the contract specifically enforced.

The Court of Special Appeals found that the financing contingency was for the benefit of the buyer and could be waived by the buyer. The judgment creditor argued that in a 2003 case, the Court of Special Appeals in a footnote had said, "to the extent that the contract contained any contingencies, equitable title would not have changed hands ...". The Court went on to say here, "simply stated, these comments are *dicta*." Therefore, it found that the 2003 case did not control the outcome and ruled in favor of the buyer, Mr. Grant.

Remember, that it is always useful to point out if authority being relied on by your opponent is *dicta* and the Grant case helps support an argument that the *dicta* does not control later cases.

2. **NO LICENSE – NO SUMMARY EJECTMENT** – McDaniel v. Baranowski, 419 Md. 560, 19 A.3d 927 (Battaglia, J., May 4, 2011) – We now have a definitive statement of the effect of a landlord's failure to obtain a multiple dwelling or rental license if the county has a requirement for such licenses. The property here was in Anne Arundel County which has a requirement for a Multiple-Dwelling License. The landlord had no license. It sought to eject the tenant for non-payment of rent by means of a summary ejectment proceeding in District Court. The Court of Appeals enters into a multi-page discussion of the summary ejectment procedure, and the consequences of the failure of a landlord to have a required license. It then goes on to hold, by analogy to its rulings about unlicensed contractors in mechanic's lien cases, that in order to invoke summary ejectment, "a landlord in those jurisdictions requiring licenses, must affirmatively plead and demonstrate that he is licensed at the time of the filing of the complaint for summary ejectment" in order to initiate the summary ejectment process. This is a matter of first impression and all attorneys representing owners of multi-family dwellings should make their clients aware of the ruling

Another important point in the case relates to the claim of the tenant under the Consumer Protection Act. That claim was dismissed because the tenant did not demonstrate any actual loss or injury due to the landlord's failure to obtain a multiple dwelling license for the premises.

3. **SELF–HELP REPOSSESSION IS STILL OK IN MARYLAND (MAYBE!)** – Nickens v. Mt. Vernon Realty, CSA No. 1814, Sept. Term 2010 (James R. Eyler, J., December 14, 2011), cert. granted, Apr. 20, 2012 – Many people assume that self-help is not really available to a landlord or a foreclosure purchaser with respect to residential property. We know that self-help repossession in the commercial context was most recently validated by the Court of Appeals in K & K Management Inc. v. Lee, 316 Md. 137 (1989). However, as the law has trended in the direction of creating more consumer rights, many have assumed that the courts would not smile on self-help repossession in the residential context.

In the Nickens case, Mr. Nickens was in possession of a house which had been mortgaged by his parents. After foreclosure, the property was purchased at the sale by Deutche Bank National Trust Company. The sale was held on January 30, 2009, but a judgment of possession was not issued until May 14, 2009. Thereafter, Nickens remained in possession and refused to leave the property notwithstanding notices and warnings by the purchaser. Deutche Bank had resold the property to Mt. Vernon Properties which peaceably entered the house and changed the locks without applying to the courts for a warrant of possession.

Counsel for Nickens urged the Court to hold, as a matter of Maryland public policy, that self-help repossession will no longer be available to a foreclosure purchaser, even if the property can be entered peacefully. The Court of Special Appeals was not swayed by the argument. In the face of clear and recent case law, it felt that a reversal of the law in this area is better suited for the Court of Appeals or the General Assembly. It found that the foreclosure purchaser did not violate Maryland law when it used peaceful self-help to effect possession of the property.

The Court of Appeals granted cert. on April 23, so perhaps it is accepting Judge Eyler's invitation to rule.

4. **THOSE LOST PROFITS (AND ATTORNEYS' FEES) CAN BE REALLY ENORMOUS!** – Congressional Hotel Corp. v. Mervis Diamond Corp., 200 Md.App. 489, 28 A.3d 75 (Krauser, C. J., Sept. 2, 2011), and CR-RSC Tower I, LLC v. RSC Tower, I, LLC, 202 Md.App. 307, 32 A.3d 456 (James R. Eyler, J., Oct. 26, 2011, reconsid. den., Jan. 5, 2010) (cert. granted, Feb. 8, 2012) – Here are two cases involving claims of lost profits in the real estate context which are pretty astounding. In the Mervis Diamond case, the trial court awarded damages of $2,164,500.00, which was reversed on appeal in 2007. At the second trial, damages of $3,456,000 + were awarded for lost profits and pre-judgment interest. At a later hearing, the trial court awarded Mervis $500,000.00 + for attorneys fees and costs. So here we have judgments of about $4,000,000.00 for late delivery of a retail store. The reported opinion in 2011 was the third time the Court of Special Appeals considered the matter.

The 2011 appeal really turned on the reasonableness of the award of attorneys fees under a lease clause which said that,

> "if either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to enforce any of the terms, covenants or conditions hereof, the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys fees ... [including] attorneys fees on any appeal. [The prevailing party is also] entitled to all other reasonable costs for investigating such action taking depositions and the discovery, the trial and all other necessary costs incurred in such litigation."

The use of this kind of clause is ever increasing in leases, and the Court discusses the difference between a contractual clause for attorneys' fees and a statutory fee-shifting provision. There are many lessons in it.

More startling is the CR-RSC Tower I case which was a case awarding damages for a lessor's refusal to provide estoppel certificates which were needed in order for the lessees to obtain financing for construction of apartment buildings. This is another case which has been to the Court of Special Appeals a couple of times, but previously only with unreported opinions. Here, there was a jury trial in 2007 where the jury found that the lessors had breached the ground leases and awarded damages of $36,350,239, and the Court added attorneys' fees of $3,654,633.40! The Court of Special Appeals affirmed the amount of the judgments. The discussion mostly related to whether where there are two ground leases with two separate lessors, the lessors can be found jointly and severally liable for the damages for delays in construction of two separate apartment towers.

The Court found that there is no joint and several liability in this circumstance. Prominent counsel argued the case on both sides, and the issue of joint and several liability was related to finding a uniform plan of development which was sabotaged by the failure of two ground lessors to give appropriate estoppel certificates. Judge Eyler devoted over 50 pages in the Maryland Appellate Reports to his decision, and it is surprising that the case has not been

more discussed. However, cert. has been granted, so we are bound to hear more about this case. Who ever thought that a provision on estoppel certificates could be so costly?

5. **THE PASSIVE CONDOMINIUM BOARD** – Greenstein v. Council of Unit Owners of Avalon Court Six Condominium, Inc., 201 Md.App. 186, 29 A.3d 604 (Woodward, J., Sept. 29, 2011), cert. den., Jan. 23, 2012. – This is another of the cases of first impression in 2011. This case involved the claims by individual unit owners in Avalon Court Six Condominium against the Board of Directors, even though it was not under the control of the developer, Questar Properties (Steve Gorn, et al.). The developer put in the condo documents special provisions for litigation, including a special higher quorum requirement and a super-majority vote requirement for the initiation of legal proceedings.

The condominium apparently suffered many construction defects, and particularly suffered from water leaks. Control of the board shifted to the unit owners on December 27, 1999. Suit was filed against the developer in August of 2006. A motion to dismiss was heard on April 11, 2007. Judge Vicki Ballou-Watts granted summary judgment in favor of the developer on all counts, based on limitations. The unit owners then had to spend over $1 million to correct the water infiltration problems, and filed suit in January 2008 alleging that the members of the board of directors were negligent in failing to investigate the water problems and failure to sue the developer within the allowed time period. One can assume this was an effort to reach the directors' and officers' insurance policy.

The Court of Special Appeals found, as a matter of first impression in Maryland, based on cases from New Jersey and South Carolina, that the board had a duty to pursue recovery against the developer for damages caused by defective design or construction of the common elements. The Court did not like the fact that the board delayed investigation of the water problems for over three years after complaints were first made. The result of this was that the Statute of Limitations did not start to run until the board first investigated the complaints, so that the cause of action accrued in June 2005, and suit filed in January 2008 was well within the Statute of Limitations.

OTHER CASES OF NOTE

- Easements in 2011 – Major cases in 2011 were Turner v. Bouchard (CSA 12/2/11), U.S.A. Cartage Leasing (CSA 11/30/11, cert. granted), Sharp v. Downey (CSA 3/10/11), and Rupli v. South Mountain (CSA 12/22/11). Turner involved the burden of proof. In Sharp, Judge Hollander wrote about the implied easement by necessity. There is no need for me to report on U.S.A. Cartage, since Kevin Shepherd wrote an excellent summary which appeared in The Daily Record of January 23, 2012, and cert. has been granted in that case. The Rupli case discussed permissive use.

- Justice Delayed - MRA Property Management is No. 93 of the Sept. 2007 Term! It says important things about resales of condominium units. It was argued on April 4, 2008, but a decision was not issued until October 25, 2011 (Murphy, J.). That decision was then withdrawn on December 15, 2011, cross-motions for reconsideration, and the case was re-argued

on March 1, 2012. The decision on October 25 was to remand the case for trial. A new decision was issued on April 30, 2012 by Judge Battaglia which again found that summary judgment for the complaining unit owners should not have been granted. So if there is a justifiable claim by the plaintiffs, they could be years away from a decision. But it is not only in the real estate world that inordinate delays occur. The Court of Appeals (Eldridge, J., retired) waited a couple of years after an argument in a criminal case and reversed a conviction seven years after the defendant was incarcerated. Alston v. State, argued on May 6, 2010, and decided on March 23, 2012. The original conviction for first degree murder came in July of 1999! This was reversed in March of 2005 for ineffective assistance of counsel. The State moved for reconsideration, and later circuit court and CSA proceedings brought the matter to a black hole in the Court of Appeals in May of 2010.

- Contract Cases - The two big cases on contracts in the Court of Appeals in 2011 were the Burlington Coat Factory case on April 22 and the Annapolis Towne Center at Parole case on July 20. The Burlington case involved the amendment of a three party document by only two of the parties. It has been much commented on, and we now know that less than all the parties can amend the document even if the document says that an amendment requires consent of all parties. The Annapolis Towne Center case involved a contract with a non-waiver clause, i.e., a clause saying any waiver or modification must be in writing. The Court decided that the totality of both parties' actions after signing a contract can amount to a waiver or modification of the contract without a writing. It gave a nod to non-waiver clauses by saying, "We do not mean to say that non-waiver clauses should be ignored altogether. Non-waiver clauses, although not favored by courts, must be considered by the trier of fact. The party alleging waiver must show an intent to waive both the contract revision issue and the non-waiver clause." 421 Md.App 123. The Court further said, "the waiver of the non-waiver clause need not be explicit and independent from the underlying waiver; rather, waiver of that clause may be implied from the very actions which imply waiver of the condition precedent, as our previous cases demonstrate." Some people may find this statement confusing. The judges on the Court of Appeals did not, although Chief Judge Bell joined in the judgment only and not in the opinion.

- Title Insurance Class Action – Carter v. Huntington Title & Escrow, LLC, 420 Md. 605, 24 A.3d 722 (Harrell, J., July 14, 2011), was a class action brought against a title insurance agent alleging overcharging in violation of the Insurance Article of the Maryland Code. The plaintiff alleged that he was charged a full premium for his lender's title policy, rather than a reissue rate. The full premium is about 40% higher than a re-issue premium. The title insurance agent moved to dismiss on grounds that the primary jurisdiction is in the Maryland Insurance Administration, and the Court of Appeals decided, 5-2, in a 30 page opinion that the aggrieved homeowner must first proceed with the Maryland Insurance Administration. There may be future chapters to this story.

- A Case on Housing Cooperatives – Ottenstein v. Promenade Towers Mutual Housing Corp., CSA No. 1868, Sept Term, 2010 (James R. Eyler, J., Dec. 27, 2011) – The Maryland statute on cooperative housing was enacted in 1986. There is one reported case in the last 26 years. There was an interesting case on bylaw amendments in December of 2011, but it is unreported, so there won't be any more annotations in the 2012 pocket part. The Ottenstein case discusses what vote is needed to amend the bylaws, and the nature of any fiduciary duty the board owes to residents in a cooperative housing project.

- Foreclosure Cases – In 2011, we had some very important foreclosure cases, including:

  - foreclosure by a plaintiff in possession of a note but who could not prove the chain of endorsements getting the note to it,

  - the right of a purchaser to use self-help repossession,

  - the date from which a foreclosure purchaser owes condominium fees on the foreclosed condominium unit,

  - Immunity of foreclosure trustees.

A case with many ramifications was Maddox v. Cohn on May 26 (which got to the Court of Appeals, and was decided on January 24, 2012.) This case involved a statement in foreclosure ad that the successful purchaser would owe a fee for document review by the attorney for the foreclosing trustees. Because the Deed of Trust did not include a provision for such a fee, the court disallowed such fees and upheld exceptions filed by a borrower. But we are now hearing that auditors in at least one county are not allowing other charges to buyers which are not set forth in the lien document. Examples of this are requirements that the purchaser pay interest on the unpaid purchase price, and that the purchaser pay all recordation and transfer taxes even though state law provides for splitting of recordation and transfer taxes in the absence of a provision in the contract. There have been reports that some clerks are not allowing foreclosing trustees to impose full transfer taxes on the purchaser because the Deed of Trust does not so provide, even though the foreclosure ad so provides.

— END —

2011 REAL ESTATE CASES

DATE	CASE NAME	HISTORY / COMMENTS	SUBJECT
1/6/11	Harford County v. GDL Investments, LLC, CSA No. 1695, Sept. Term 2009 (Rodowsky, J.)		Foreclosure – Priority of D/T - County charge not on lien sheet
1/10/11	Koppers v. Faulkner, CSA No. 1177, Sept. Term 2009 (Woodward, J.)		Waste by Tenant – what constitutes?
1/21/11	Scotch Bonnett Realty Corp. v. Matthews, 417 Md. 570, 11 A.3d 801 (Lawrence F. Rodowsky, J.)		Deed – Signer not authorized – no forgery – voidable but not void.
1/28/11	C. Phillip Johnson Full Gospel Ministries, Inc. v. Investors Financial Services, LLC, 418 Md. 86, 12 A.3d 1207 (Battaglia, J.)		Mortgage – clogging equity of redemption
2/2/11	Zorzit v. 915 W. 36th Street, LLC, 197 Md.App. 91, 12 A.3d 698 (Woodward, J.)		Foreclosure – Abatement of interest on bid -
2/2/11	Priority Trust, LLC v. The Aliceanna Group, et al., 197 Md.App. 113, 12 A.3d 711 (Wright, J.)		Ground Rent – Ejectment – relief from judgment of possession.
2/9/11	Wasserman v. Kay, 197 Md.App. 586, 14 A.3d 1193 (James R. Eyler, J.)		LLC – Breach of fiduciary duty to members.
2/10/11	Stavlas Bros., Inc. v. China 8, Inc., CSA No. 2306, Sept. Term 2009 (Rodowosky, J.)		Landlord & Tenant – Exclusive use in shopping center.
2/25/11	Simard v. Burson, 197 Md.App. 396, 14 A.3d 6 (Woodward, J.)	Aff'd, 424 Md. 318 (Adkins, J., 1/23/12)	Foreclosure – Defaulting bidder – Risk of resale – multiple defaults.
3/10/11	D"Aoust v. Diamond, 197 Md.App. 195, 12 A.3d 43 (Matricciani, J.)	Rev'd in part, 424 Md. 549 (1/31/12), dissent by Harrell, J.	Foreclosure – Trustees – No immunity from suit.
3/10/11	Sharp v. Downey, 197 Md.App. 123, 13 A.3d 1 (Hollander, J.)	Denial of reconsid. of Dec. 2010 decision. Cert. granted, 5/20/11	Easements – Way of necessity – general review of law.
3/10/11	Wilson v. Rizik, CSA No. 2042, Sept. Term 2009 (Meredith, J.)		Covenants – No commercial use – short term rentals Ok.
3/18/11	Fagnani, v. Fisher, 418 Md. 371, 15 A.3d 282 (Greene, J.)		Foreclosure – Tenant-in-Common – interest sold
4/22/11	600 North Frederick Road, LLC v. Burlington Coat Factory of Md., LLC, 419 Md. 413, 19 A.3d 837 (Harrell, J.)		Contract – Amendment – necessary parties.

DATE	CASE NAME	HISTORY / COMMENTS	SUBJECT
4/26/11	Wilkens Square, LLLP v. W.C. Pinkard & Co., Inc. t/a Collier Pinkard, 419 Md. 173, 18 A.3d 878 (Murphy, J.)		Broker – Dual agency – not shown – no conflict of interest.
4/27/11	Grant v. Kahn, 198 Md.App. 421, 18 A.3d 91 (Woodward, J.)		Contract – Contingent on financing – equitable conversion applies.
4/29/11	Voltolina v. Property Homes, LLC, 198 Md. App. 590, 18 A.3d 944 (Matricciani, J.)	cert. denied, 9/19/11	Tax Sale – Foreclosure after substitute service is valid.
5/4/11	McDaniel v. Baranowski, 419 Md. 560, 19 A.3d 927, (Battaglia, J.)		Landlord & Tenant – Lack of license – no summary ejectment.
5/26/11	Maddox v. Cohn, 199 Md.App. 63, 20 A.3d 153 (Zarnoch, J.)	Rev'd, remanded by 424 Md. 379 (1/24/12),	Foreclosure – Fees for reviewing documents.
6/20/11	County Council of Prince George's County v. Billings, 420 Md. 84, 21 A.3d 1065 (Adkins, J.)		Zoning – Standing of citizens to seek judicial review.
7/1/11	Columbia Association, Inc. v. Poteet, 199 Md.App. 537, 23 A.3d 308 (Woodward, J.)		Covenant for assessments – specialty – 12 yr. Statute applies.
7/11/11	Anderson v. Joseph, 200 Md.App. 240, 26 A.3d 1050 (Graeff, J.)	Reconsid. den. 9/13/11	Tenancy in common – mortgage by only one t/c.
7/14/11	Carter v. Huntington Title & Escrow, LLC, 420 Md. 605, 24 A.3d 722 (Harrell, J.)		Title Insurance – Overcharges – Jurisdiction in Md. Insurance Admin.
7/20/11	Hovnanian Land Inv. Group LLC v. Annapolis Towne Center at Parole, LLC, 421 Md. 94, 25 A.3d 967 (Adkins, J.)		Contract – Amendment – Waiver of non-waiver provision
8/16/11	Guttman, Trustee v. Wells Fargo Bank, 421 Md. 227, 26 A.3d 856 (Harrell, J.)		Curative Act – Effect on various defects in affidavits.
9/1/11	Ahmad v. Eastpines Terrace Apartments, Inc., 200 Md.App. 362, 28 A.3d 1 (Woodward, J.)	cert. denied, 12/19/11	Limitations – Permanent waiver void – contrary to public policy.
9/1/11	Baltimore County, Maryland v. Aecom Services, Inc., 200 Md.App. 380, 28 A.3d 11 (Watts, J.)	cert. denied, 12/19/11	Construction Contract – County must follow statutory procedure for extras.
9/2/11	Congressional Hotel Corp. v. Mervis Diamond Corp., 200 Md.App. 489, 28 A.3d 75 (Krauser, C.J.)		Landlord - Tenant – Damages for late delivery of premises.

DATE	CASE NAME	HISTORY / COMMENTS	SUBJECT
9/28/11	Marcas, L.L.C. v. Board of County Commissioners of St. Mary's County, 817 F.Supp.2d 692 (D.Md.) (Connelly, Mag. J.)		Trespass – Release of pollutants from County landfill.
9/29/11	Marshall v. James B. Nutter & Co., 816 F.Supp.2d 259 (D.Md.) (Bennett, J.)		Conspiracy to violate Md. Finder's Fee Act – Class action.
9/29/11	Greenstein v. Council of Unit Owners of Avalon Court Six Condominium, Inc., 201 Md.App. 186, 29 A.3d 604 (James R. Eyler, J.)	cert. denied, 1/23/12	Condominium – Duty of Board to sue developer for construction defects
9/30/11	Deinlein v. Johnson, 201 Md.App 373, 29 A.3d 714 (Berger, J.)		Tax Sale – Voided – no attorneys' fees for purchaser.
10/25/11	MRA Property Management, Inc. v. Armstrong, No. 93, Sept. Term 2007 (Murphy, J.)	Originally argued 4/4/08. Decision withdrawn, reargued 3/1/12, decided 4/30/12.	Condominiums – Resale certificate – Errors – managing agent liable.
10/25/11	Muskin, Trustee v. State Department of Assessments and Taxation, 422 Md. 544, 30 A.3d 962 (Harrell, J.)		Ground Rents – 2007 statute voiding rent if not registered – unconstitutional
10/26/11	CR-RSC Tower I, LLC, v. RSC Tower I, LLC, 202 Md.App. 307, 32 A.3d 456 (James R. Eyler, J.)	cert. granted, 2/8/12	Lease – Refusal to give estoppel certif. – large damages.
10/28/11	Grymes v. State of Maryland, 202 Md.App. 70, 30 A.3d 1032 (Deborah S. Eyler, J.)		Search – No expectation of privacy in apt. building laundry room.
11/30/11	USA Cartage Leasing, LLC v. Baer, et al, 202 Md.App. 138, 32 A.3d 88 (Kehoe, J.)	cert. granted, 3/16/12	Easement – Not located in grant – Way of necessity.
12/1/11	Carroll Indep. Fuel Co. v. Washington REIT, 202 Md.App. 206, 32 A.3d 128 (Graeff, J.)		Lease-Holding over – Failure to remove gas tanks.
12/1/11	Campbell v. Council of Unit Owners of Bayside Condominium, 202 Md.App. 241, 32 A.3d 149 (James R. Eyler, J.)		Foreclosure – Purchaser owes condo fees from date of sale.
12/1/11	Supervisor of Assessments of Baltimore County v. Greater Baltimore Medical Center, Inc., 202 Md.App. 282, 32 A.3d 174 (Woodward, J.)		Real Estate Tax – Hospital property leased to for-profit developer-exempt from tax.
12/2/11	Bechamps, Substitute Trustee v. 1190 Augustine Herman, LC, 202 Md.App. 455, 32 A.3d 542 (James R. Eyler, J.)		Foreclosure – Stay – Not properly issued.

DATE	CASE NAME	HISTORY / COMMENTS	SUBJECT
12/2/11	Turner v. Bouchard, 202 Md.App. 428, 32 A.3d 527 (Matricciani, J.)		Easement – Prescriptive – Burden of proof.
12/14/11	Nickens v. Mt. Vernon Realty, CSA No. 1814, Sept. Term 2010 (James R. Eyler, J.)	Cert. granted 4/20/12	Foreclosure – Self-Help Repossession by purchaser is allowed.
12/15/11	State of Maryland v. Coleman, 423 Md. 666, 33 A.3d 468 (Adkins, J.)		Deposits on New Homes Law – Not applicable when land is deeded to purchaser.
12/20/11	Anderson v. Burson, 424 Md. 232, 35 A.3d 452 (Harrell, J.)	Reconsid. denied, 2/12/12	Foreclosure – Note – Non-holder in possession – UCC § 3-301.
12/21/11	Ochse v. Henry, 202 Md.App. 521, 33 A.3d 480 (Hotten, J.)	Cert. denied, 4/23/12	Deed – covenants – interpretation.
12/22/11	Rupli v. South Mountain Heritage, 202 Md.App. 673, 33 A.3d 1055 (James A. Kenney, III, J.)		Easement – Prescriptive – Permissive use presumed to continue.
12/27/11	Ottenstein, Trustee v. Promenade Towers Mutual Housing Corp., CSA No. 1868, Sept. Term, 2010 (James R. Eyler, J)		Coöp Housing – Bylaw amendment – Homestead Tax Credit.

This list includes 48 cases decided by the Maryland Courts in 2011 in areas of interest to real estate lawyers (but excluding most land use cases) - 13 cases are from the Court of Appeals, 33 are from the Court of Special Appeals (6 unreported), and 2 are from the U.S. District Court.