

**Summary**  
**of**  
**JEDLICKA V. CLEMMER**  
677 A.2d 1232, 450 Pa.Super. 647 (1996)  
by  
**Knud E. Hermansen**

Knud is a licensed professional land surveyor, professional engineer, and attorney at law. He teaches at the University of Maine in the surveying engineering technology program and has a consulting practice specializing in boundary disputes, title, land development, liability, and easements. <http://www.umaine.edu/set/svt/articles/>

Note: The principles discussed may not apply to all states. The reader is encouraged to research the law in their own state.

In 1956, property was subdivided to give two parcels of approximately 70 acres each. In 1956 the lots were sold. The sales agreement stated that the buyer would receive 70 acres, more or less, but did not set forth the boundaries of the acreage. Before the parties' deeds were signed, a surveyor conducted a survey of both parcels to determine their respective boundaries. The parties agreed upon a specific boundary line which they marked with metal spikes and pins. In addition, the parties agreed to certain monuments, including an old rail fence, specific rocks and large maple trees, which further defined the bounds of each parcel. When one buyer learned that the deed only conveyed 63 acres of land, he requested a re-survey the land. The seller responded that the property would not be re-surveyed and that the property line determined by the parties and the surveyor would stand. Thereafter, the parties claimed their portion of the land as determined during the walking survey. Mr. Jedlicka and/or family members have owned the southern parcel of land since the original conveyance in 1957. By various conveyances the parcel was eventually conveyed to Jared and Mary Clemmer. In March of 1991, the Clemmers began entering the 8.5 acres between the two properties which the Jedlickas claimed as their own. In response, the Jedlickas commenced an action in ejectment against the Clemmers. On January 16, 1995, the jury rendered its verdict in favor of the Jedlickas, declaring the disputed 8.5 acres to be their property.

The court made several findings of interest to surveyors:

1. The court reaffirmed the ancient rule of construction that where there is a conflict between courses and distances or quantity of land and natural or artificial monuments, the monuments prevail. Monuments are visible markers or other objects indicating the line of a survey.
2. The court affirmed the general rule that one who claims title to property through another, regardless of the nature of the transfer whether by the act of the parties (e.g., estoppel) or the act of law (e.g., deed), is bound by earlier acts or declarations of his predecessor. Consequently, all acts and declarations of prior owners of land made during their ownership tending to show the character or extent of possession,

interest, or the location of boundaries, are competent evidence not only against himself but also against those who claim through or under him.

3. The court discussed the "consentable line" doctrine. The court stated there are two ways in which a party can prove a consentable line: by dispute and compromise, or by recognition and acquiescence. To prove a consentable line by dispute and compromise, the following three elements must be satisfied: 1) a dispute with regard to the location of a common boundary line, 2) the establishment of a line in compromise of the dispute; and 3) the consent of both parties to that line and the giving up of their respective claims which are inconsistent therewith. The elements required to prove a binding consentable line by recognition and acquiescence are: 1) a finding that each party has claimed the land on his side of the line as his own; and 2) a finding that this occupation has occurred for the statutory period of twenty-one years. Under either consentable line theory, it is not necessary that the boundary line be substantial.