

salvaging all that it regarded as valuable and marketable of the 232 vessels purchased from the government through George D. Perry, one of the stockholders.

On the 24th day of July, 1925, the Western Marine & Salvage Company was granted a permit by the War Department of the government "to ground, burn and beach in Malloys Bay, Potomac River, about two hundred hulls." The details with respect to burning, removal, and the obstruction to navigation are all set out with such particularity that it would unnecessarily prolong this opinion to recite them. The time limit on this permit was December 31, 1928. The War Department, on January 3, 1931, granted another permit to the same company, wherein it was recited that application had been made "for authority to extend the area in Malloys Bay, Potomac river, now used for grounding, burning and beaching wooden hulls, two hundred (200) feet channelward." In that permit it was stated, "that if the structures or work herein authorized is not completed on or before the _____ day of December 31, 1931, this permit, if not previously revoked or specifically extended, shall cease and be null and void," and it appears from the evidence that no such permit or extension has since been granted, nor is there any evidence that an extension was since requested, and the evidence is that none was granted to any one since December 31, 1931.

The Western Marine & Salvage Company, by deed dated November 30, 1932, conveyed the Sandy Point farm to the Potomac Realty Company, Limited, a corporation of the state of California, without including or mentioning the remains of the burned and sunken hulls. In the month of December, 1932, the Western Marine & Salvage Company was dissolved, as stated in the letter of the Potomac Realty Company, Limited, to Mr. Parker, of December 22, 1934, "chiefly for the reason that at that time, under conditions then prevailing, and due to heavy overhead for maintaining the office and a large force of men, it was deemed too expensive to continue salvaging operations, and for the further reason that the stockholders of said salvage company at that time desired its dissolution in order that they might ascertain what loss had actually been sustained by them as stockholders in that company.

The stockholders did not at that time contemplate, nor have they at any time since then contemplated, abandoning these vessels, but as there were only three principals interested in this project who have been for many years and still are closely associated, they felt that if conditions again warranted any further salvaging they could do so in the nature of a joint venture without the formality of a corporate existence. In spite of the statement contained in this letter that they had not abandoned the burned wreckage, or contemplated returning, we find in the record sufficient evidence to justify the chancellor's conclusion that the burned and sunken hulls had been abandoned, and that this intention to not abandon was an afterthought, more than two years afterward, inspired by the plaintiff, a junk dealer, who had had dealings with the defendant and others so engaged and who saw the possibilities of a more favorable market.

[2] The rule of law with respect to abandoned property is very simple. Property is abandoned when the owner walks off and leaves it with no intention to again claim it or exercise rights of ownership over it; and when this is done, it belongs to any one who takes possession of it. With respect to real estate, it is not quite so simple, as the one entering must serve his time of prescription and possession before he can acquire a legal title. In the case of the abandonment of an easement, and this is the kind of most frequent occurrence, abandonment means reversion to the then owner of the fee. It is said in Brantly on Personal Property, § 133, that "he who takes possession, animo dominandi, of a thing which has been abandoned by the owner, immediately becomes the proprietor of it by occupancy. A thing is abandoned when the owner throws it away, or leaves it without custody because he no longer wishes to account it as his property; whence it follows that he ceases at once to be the owner. Both the intent to abandon and the fact of abandonment are necessary.

Whether property has been abandoned depends upon the intention of the party, the length of time during which the owner has been out of possession being only important as showing this intention." 1 R.C.L. 4; 1 C.J. p. 9. The rule in this state with respect to the abandonment of an easement is the same in principle as that just stated by Mr. Brantly concerning personal property. It was said by this court in *Vogler v. Geiss*, 51 Md. 407, 410, in an opinion by Judge Alvey: "It is now very well settled, by authorities of the highest character, that a party entitled to a right of way or other mere easement in the land of another may abandon and extinguish such right by acts in pais, and without deed or other writing. The act or acts relied on, however, to effect such result, must be of a decisive character; and