

**FEBRUARY 2008 MARYLAND BAR EXAMINATION  
BOARD'S ANALYSIS**

**QUESTION 1**

Burglary at common law was the breaking and entering of the dwelling house of another at nighttime with the intent to commit a felony therein. An actual breaking may be made by an unloosening, removing or displacing any covering or fastening of the premises. *Jennings v. State*, 8 Md. App. 312, 259 A.2d 543 (1969). A constructive breaking occurs whenever an entrance is obtained by artifice. *Reagan v. State*, 2 Md. App. 262, 234 A.2d 278 (1967). Diamonds Are Forever is not a dwelling house, but Ace did “break” and enter by opening the closed door left unlocked by an accomplice. Ace did commit a burglary in the second degree under Criminal Law Article, sec. 6-203. Ace also committed a theft.

Murder is the killing of another without justification, mitigation or excuse. The common-law felony-murder rule provides that the killing of another during the commission of a felony is murder. In Maryland if that killing occurs during certain enumerated felonies, the offense is raised to murder in the first degree by statute.

A question is whether the felony committed was completed prior to the killing. Mere coincidence between the underlying felony and the killing is not enough to establish liability for felony murder, since conduct causing death must be in furtherance of the design to commit the felony. *Watkins v. State*, 357 Md. 258, 744 A.2d 1 (2000).

Here, Ace did not take the handgun into the store. The carrying and use of a handgun was not part of the scheme of the burglary. Moreover, the car was parked an appreciable distance from the site of the burglary and Ace had completed concealment of the stolen goods before arming himself. Ace was not in the process of running from the crime scene to elude pursuers, nor do the facts indicate that the security guard was aware of the burglary. However, Ace still planned to return and retrieve the car and stolen goods at a later time. Therefore, the criminal enterprise was not complete.

Self-defense is not available as a defense to felony murder. *Street v. Warden, Md. Penitentiary*, 423 F.Supp. 611 (Md. 1976), aff'd, 549 F.2d 799 (4<sup>th</sup> Cir. 1976), cert. den., 431 U.S. 906, 97 S.Ct. 1700 (1977).

If Ace's defense to the charge of felony murder during the commission of a burglary is successful, Ace can avoid a conviction of murder in the first degree since there is no evidence of premeditation or lying in wait, and theft is not a crime enumerated in *Criminal Law Article*, sec. 2-201 of the *Annotated Code of Maryland*.

Then, if the trier of fact finds that the killing was not in furtherance of the burglary, Ace may raise the defenses of self defense and imperfect self defense. If the trier of fact concludes that the killing was mitigated by a mistaken belief of an imminent threat of serious bodily harm, Ace may be guilty of involuntary manslaughter, but not murder. If the trier of fact concludes that Ace had a reasonable belief of an imminent threat of serious bodily harm and acted in self-defense, Ace could be acquitted.

## BOARD'S ANALYSIS

### QUESTION 2

A. Equitable conversion by contract

The basic theory of equitable conversion is that equity treats as done that which should be done. In a valid contract for the sale and purchase of real property, the buyer becomes the owner of the land and the seller becomes the owner of the purchase money.

B. Testator's (Seller) intention determines whether or not equitable conversion occurs.

Amos' intent to convey away Cloverwood prior to his death is clearly established by the fact that he made a binding contract with John with full knowledge of the provision in his will devising the property to Betty and Dale, and by his failure to amend his will to address this change in circumstance.

C. Contract must be binding and free from equitable imperfections and enforceable against an unwilling purchaser.

The facts do not suggest the existence of any imperfections in the contract that would have prevented Amos from seeking specific performance by John.

D. Seller must be able to convey good and marketable title to buyer within a reasonable time, must be able to specifically enforce the contract against the buyer if buyer renounces the contract. The bank's pro forma requirement of a survey of property having a recorded description more than 60 years old does not raise a valid issue as to marketability of title and, in any case, it confirmed marketability of title. The property closing occurred within the extension period despite Amos' death.

Equitable conversion must occur prior to seller's death. If the contract cannot be specifically enforced against the buyer, no equitable conversion can occur.

There are no facts that would support an argument that John's obligation to purchase was not enforceable in an action for specific performance.

Marketable title could have been conveyed on the date of Amos' death. Therefore, equitable conversion occurred.

The \$10,000 down payment and the balance of the purchase price must be distributed to Alice in accordance with Amos' will. Alice acted properly as personal Representative in administering the estate by distributing the proceeds from the sale of Cloverwood to herself.

## BOARD'S ANALYSIS

### QUESTION 3

#### 1. Ending the Marriage:

Rhonda is not yet entitled to an absolute divorce given the requirements set forth in Maryland Family Law Annotated, Section 7-103. However, a limited divorce may be decreed for a limited or indefinite period. It allows a spouse to live apart from the spouse at fault but does not sever the marital bonds. Although the two have remained in the marital home, Rhonda may have grounds for a limited divorce under Maryland Family Law Code Annotated Section 7-102 if she can show any of the following grounds:

Cruelty of treatment of herself or their minor child

Excessively vicious conduct toward herself or their minor child

Desertion

Voluntary separation if the two are living separate and apart without cohabitation and there is no reasonable expectation of reconciliation.

Rhonda may successfully argue that a desertion occurred even though the two remained in the same house since Phil moved to a separate bedroom and ceased marital relations. Ricketts v. Ricketts, 393 Md. 479 (2006)

#### 2. Support and Custody:

The Court may determine issues of custody and support even if Rhonda and Phil continue to reside together. Ricketts v. Ricketts, *supra* ; Scheinin v. Scheinin, 200 Md. 282 (1952); Barnard v. Godfrey, 157 Md. 264 (1929). Generally, the court may award custody of Arlen to either parent or may award joint custody. Neither is presumed to have a superior right to custody. Rhonda should argue that Phil is not fit due to his violent tendencies (shoving her in front of their son) to tip matters in her favor.

Child support is awarded to ensure the best interests of the child and does not hinge upon whether there are grounds for divorce. Accordingly, Rhonda may request child support and the court will consider both parents' actual income (as defined in FL § 12-201), adjusted income and potential income, and the child support guidelines if applicable (as set forth in FL 12-202, et. seq.)

#### 3. Entitlement to Lottery Winnings:

Once actual divorce proceedings are initiated, the court will be called on to determine each spouse's property interests in the marital property. Marital property is defined as property "acquired by 1 or both parties during the marriage". Maryland Family Law Code Annotated,

Section 8-201.

While the lottery earnings were acquired during the marriage, Phil may not be automatically entitled to them. The court must first determine the value of the property, and consider the following factors before structuring a monetary award to Phil:

- . the contributions, monetary and nonmonetary, of each party to the well-being of the family;
- . the value of all property interest of each party;
- . the economic circumstances of each party at the time the award is to be made;
- . the circumstances that contributed to the estrangement of the parties;
- . the duration of the marriage;
- . the age of each party;
- . the physical and mental condition of each party;
- . how and when specific marital property or interest in property ... was acquired, including the effort expended by each party in accumulating the marital property or the interest in property ...;
- . the contribution by either party of property ... to the acquisition of real property held by the parties as tenants by the entirety;
- . any award of alimony and any award or other provision that the court has made with respect to family use personal property or the family home; and
- . any other factor that the court considers necessary or appropriate in order to arrive at a fair and equitable monetary award ....

Maryland Family Law Code Annotated, Section 8-205. Rhonda may argue that Phil caused the estrangement in the marriage, that Phil was employed and she was not, and that she expended the effort (and money) to purchase the lottery ticket. This last point may tip the issue, as noted by the Court in Alston v. Alston, 331 Md 496, 508-509 (1993):

While no hard and fast rule can be laid down, and while each case must depend upon its own circumstances to insure that equity be accomplished, generally in a case such as this the eighth factor should be given greater weight than the others....Mr. Alston, using his own funds, purchased the ticket and won the Lotto. This event was not dependent in any way on the parties' joint efforts or shared life, past or present... At the time, the marriage was, for all practical purposes, over. . . . In light of the peculiar circumstances of this case, however, the trial judge erred in awarding half of the Lotto annuity to Mrs. Alston. Moreover, the record before us contains no evidence which would justify awarding any portion of the annuity to Mrs. Alston.

## BOARD'S ANALYSIS

### QUESTION 4

Defendant should file motion to stay enforcement of judgment pursuant to Courts and Jud. Pro. Article 11-804 and a motion to revise the judgment under Maryland Rule 2-535.

Defendant should raise the following arguments: (1) that the Westover Court lacked personal jurisdiction over him on a constitutional basis and (2) insufficiency of process. If either or both of these grounds are upheld, the judgment is not one "entitled to full faith and credit." Courts and Jud. Pro. Article '11-801. Maryland courts have the authority to review jurisdictional issues to determine if due process standards are met. *Miserandino v. Resort Properties, Inc.*, 345 Md. 43, 691 A.2d 208 (1997); *Imperial Hotel, Inc. v. Bell Atlantic Tricon Leasing Corp.* 91 Md. App. 266, 603 A.2d 1371 (1992).

As to the first issue, Defendant should argue that he had insufficient contacts with Westover to warrant that state's exercising jurisdiction over him in this case. He resides and does business in Maryland. The actions giving rise to the action occurred in Maryland, not Westover. The Supreme Court has made it clear that there must be at least "minimum contacts" between the forum state and the defendant. "Due process requires only that . . . [the defendant] have certain minimum contacts with [the forum state] such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'" *International Shoe Co. v. Washington*, 326 U.S. 310, 316, 66 S. Ct. 154, 90 L. Ed. 95 (1945). "The quality and quantity of contacts required to support the exercise of personal jurisdiction" depend upon the facts of each particular case. *Camelback Ski Corp. v. Behning*, 312 Md. 330, 338, 539 A.2d 1107 (1988), *cert. denied*, 488 U.S. 849, 102 L. Ed. 2d 103, 109 S. Ct. 130 (1988).

Ordinarily, cases involve either "general jurisdiction" where the cause of action is unrelated to the defendant's contact with the forum state, or "specific jurisdiction" where the cause of action arises out of the defendant's contacts with the forum state. *Id.* Generally speaking, when the cause of action does not arise out of, or is not directly related to, the conduct of the defendant within the forum, contacts reflecting continuous or systematic . . . conduct will be required to sustain jurisdiction. On the other hand, when the cause of action arises out of the contacts that the defendant had with the forum, it may be entirely fair to permit the exercise of jurisdiction as to that claim. *Camelback Ski Corp. v. Behning*, 312 Md. at 338-39.

In the present case, since Defendant treated Old Yeller in Maryland, there is no basis for asserting specific jurisdiction. Instead, the Maryland court must determine whether Defendant's contacts with Westover are sufficient to permit jurisdiction by that state's court over a matter unrelated to the Defendant's contacts with Westover. He has two contacts: first, he visits his parents regularly, an activity unrelated to his professional activities, and second, he advertises in publications distributed in that state. While determinations of minimum contacts are fact specific, the Court of Special Appeals has held that a Maryland court does not have jurisdiction over an out-of-state physician, licensed in Maryland and advertising in this state, where the medical procedure giving rise to the cause of action was performed in another state. *Jafarzadeh v. Feisee*, 139 Md. App. 333, 776 A.2d 1 (2001), *cert. den.* 366 Md. 275.

As to the second issue, the service of process by Sam does not comply with Maryland Rule 2-121. That rule allows a process server to leave a summons at the defendant's residence with a person of suitable age and discretion. Here, Sam simply left the summons at defendant's office. The service of process was invalid. Defendant's failure to take any steps to defend himself in the Westover action does not constitute a waiver of his ability to raise these issues in Maryland. *Oxendine v. SLM*, 172 Md. App. 478, 491, 492, 915 A. 2d 1030 (2007).

In this case, the return of the process server indicated that service was improper. Maryland Rule 2-121 permits personal delivery to a defendant or leaving the summons at a defendant's residence "with a person of suitable age and discretion" or by certified mail. Simply leaving the summons at a place of business, as Sam did, satisfies none of these. Thus, the entry of judgment by the Westover Court was improper.

In summary, Defendant lacked the minimum contacts necessary with Westover to justify the Westover Court's exercising jurisdiction over him, even if he had been properly served. In light of these factors, the entry of judgment against Defendant by the Circuit Court for Westover, is an example of "fraud, mistake or irregularity" warranting the exercise of the revisory power of the Circuit Court at any time. The Circuit Court for Baltimore County should strike the judgment filed against Defendant in the Baltimore County Circuit Court.

## **BOARD'S ANALYSIS**

### **QUESTION 5**

Negligence of Big Box – With prior knowledge of the overwhelming national demand for the Game Pod, the fact that its supply of the item was limited and that Big Box “anticipated” a large crowd, its preparations for the sale were wholly inadequate. It should have anticipated that its posted signs would be ignored by its prospective customers as would the admonition to “walk, do not run.” Most egregious was its failure to deploy a sufficient number of host employees to manage the crowd and its plan to admit customers in groups of 20 through a single entry which, without any apparent method of restraining those waiting to enter, it knew or should have known it would not work. The company’s plan was poorly conceived and executed and constituted negligence.

Negligence of Sam – As an employee of Big Box, Sam’s conduct would be attributable to his employer if the conduct fell within the scope of his employment. Sam’s actions violated specific instructions. Under general agency principles, his conduct, if negligent, would not be attributable to Big Box if the conduct was the proximate cause of Sam’s injuries. It is unlikely that opening the door 15 minutes earlier than directed by his superior was a proximate contributing cause of the resulting injury to Pam. The precautionary measures taken by Big Box were inadequate and the same results were foreseeable whether the door was opened 15 minutes early or 15 minutes late.

Pam’s Negligence – The facts do not support nor suggest that Pam was contributorily negligent or assumed the risk of being injured while shopping at Big Box. As an invitee, Pam reasonably could assume that Big Box would adequately provide for the safety of its customers under these circumstances. Her rejection of additional surgery could negatively affect any award of damages to the extent that the additional surgery reasonably could reduce the extent of any permanent injury.

The facts are not intended to raise issues of negligence on the part of the physicians relating to her medical treatment.

## BOARD ANALYSIS

### QUESTION 6

I would advise the General Assembly that the following constitutional challenges could be raised against the anti-crabbing law.

#### **Substantive Due Process:**

The Due Process Clause of the Fifth Amendment, made applicable to the states by the Fourteenth Amendment, mandates that any law enacted by the General Assembly be rationally related to a legitimate governmental purpose. The Due Process Clause further requires that laws not be unconstitutionally vague or overbroad. The anti-crabbing law is subject to challenge since it may not be rationally related to the legitimate purpose of protecting the crab population – the facts indicate the crabs have rebounded, but even if there was a shortage, the law broadly allows an unlimited and unascertainable number of “families” to crab each weekend for an unlimited amount of hours. The law is vague and overbroad because the penalty imposed involves the “forfeiture of any instrumentality” – the term is unclear and is too broad as a result thereof.

#### **Equal Protection:**

The law may also be challenged as a violation of the Equal Protection Clause of the Fourteenth Amendment since the law is discriminatory on its face (prohibits families residing outside of Maryland, and prohibits individuals or business entities regardless of residence, from obtaining a crabbing license). The law does not appear to affect any suspect or quasi-suspect classification (such as race, national origin, alienage, or gender) so it would be reviewed under the rational basis test. The law may not withstand even this low level of scrutiny since (a) the facts indicate that there is no longer any threat to the crab population, and (b) it is unreasonable to assume that granting an unlimited number of licenses to “families” and allowing them to crab until their hearts content on the weekend is rationally related to the goal of stabilizing the crab population.

#### **Eighth Amendment (Excessive Penalty):**

The law includes a penalty of a \$2,500 fine, loss of crabbing license and the forfeiture of any instrumentality used to assist in crabbing. This penalty may be challenged as violative of the Eighth Amendment’s prohibition against excessive fines, which has been interpreted to include excessive forfeitures. United States v. Bajakajian, 524 U.S. 321 (1998) In determining whether a penalty is excessive, courts will review the proportionality of the forfeiture to the gravity of the offense and if the forfeiture is “grossly disproportional” it is unconstitutional. Bajakajian, at 336-337. The law includes a large fine and the forfeiture of any instrumentality used in the crabbing. This could range from a pot to a boat, given the vagueness of the term. Thus, the penalty will likely be held excessive under the Eighth Amendment.



### **Commerce Clause:**

The Commerce Clause allows the State to enact laws that may affect interstate commerce if in furtherance of a substantial interest. However, the Supreme Court has consistently held that the Commerce Clause would preclude a State from giving its own residents preferential access to its natural resources or to products derived from its natural resources. See, Camps Newfound/Owatonna v. Town of Harrison, 520 U.S. 564 (1997); New England Power Co. v. New Hampshire, 455 U.S. 331 (1982). The crabbers could argue that the law clearly favors Maryland's "families" and hurts professional crabbers based within and without the State in violation of the Commerce Clause.

## **BOARD'S ANALYSIS**

### **QUESTION 7**

While a catastrophic event occurred which had significant impact on the entire legal community, Louis was required, nonetheless, to fulfill his ethical obligations primarily involving the protection of Donald's property and his legal interests. Louis may have failed to fulfill his obligations under the Maryland Lawyers' Rules of Professional Conduct (collectively, "Rules", or singularly, "Rule") as follows:

1. Louis did not act in accordance with the mandate of Rule 1.15 to safeguard Donald's property. In fact, Louis neither took reasonable steps to segregate and inventory the map and the appraisal that he received from Donald nor did he place those items in a secure place for protection.
2. Louis, both as Donald's attorney and as the manager or supervisor for the administration of the law firm, should have undertaken to supervise the reasonable preparations for the oncoming storm so that (i) all client records would be accessible and (ii) all client property for which he and other lawyers in his firm were responsible would be secure. He should have created a system that would allow him to obtain access to his files and records subsequent to the storm so that he could communicate with clients, check for conflicts of interest and diligently and competently continue with the representation of his clients in the aftermath of the storm. Rules 1.1, 1.2 and 1.7 were violated.
3. Louis failed to communicate effectively with Donald. He failed to notify Donald promptly after the storm and prior to closing that his office records were destroyed and that the map and appraisal were missing. His failure to communicate with Donald regarding the progress of the representation and the loss of the client's property were violations of Rule 1.4 (Communication) and Rule 1.3 (Diligence).
4. Since the office records were missing, Louis failed to take adequate precautions to maintain the confidentiality of the information imparted to him by his client. His failure constituted a violation of Rule 1.6.
5. As managing partner of the law firm, Louis was required to ensure that the firm complied with the Rules. See Rule 5.1(a).
6. Louis' violation of the Rules and his failure to perform his duties within the scope of the representation of Donald call into question whether Louis failed to provide competent representation to Donald under Rule 1.1.

## **BOARD'S ANALYSIS**

### **QUESTION 8**

Julie held herself out as a partner, signed the lease in an individual capacity and did not inform the landlord that she was a limited partner in a business operating as a limited partnership. Therefore, Julie will be personally responsible for the future rent. She can sue for contribution and indemnification from the Salon and Misty because Misty, as general partner, has unlimited personal liability.

Misty, as general partner, and the Salon would be liable for Anne's actions taken in the normal course of her employment. However, if Anne either was negligent or intentionally harmed the customer, she is personally responsible for her tort actions. If the customer has successful claims against one or more of the Salon, Misty, Julie, and Anne, she is entitled to only one satisfaction for her damages. Grinder v Byrans Road Building and Supply Co., Inc., 290 Md. 687, 432, A2d 453 (1981). Each of the innocent defendants will have a right of contribution and indemnification from the defendants determined to be liable.

Julie's attempt to limit her liability by withdrawing as a limited partner from the limited partnership is ineffective because the signed agreement did not provide for a withdrawal procedure. She may not withdraw before the dissolution and winding up of the limited partnership. (Md. Code Ann., Corps & Ass'ns § 10-603(a) (2007 rep. vol.)). Julie is not entitled to receive any part of her contribution or excess property of the limited partnership until all liabilities of the limited partnership either have been paid or property reserved sufficient to pay them.

## BOARD'S ANALYSIS

### QUESTION 9

**Summary:** The failure to properly acknowledge Mary's signature renders the Deed of Trust defective. The defect is not cured by Maryland Annotated Code Real Property Article Section 4-109 because the defect was challenged by Jones in a timely fashion. However, the Bank will claim successfully that it has an "equitable lien" and thus it has the right to enforce the deed of trust against Mary. The Bank's equitable lien has priority over Jones' judgment lien even though the judgment lien was recorded first because it is a "purchase money" deed of trust lien. After Mary's debt to the Bank is satisfied, Jones is entitled to the balance of the foreclosure sale proceeds up to \$45,000 pursuant to his status as a holder of a judgment lien.

The Deed of Trust was not properly acknowledged because the notary public did not sign the acknowledgment, as required by section 4-204 of the Real Property Article. Per section 4-101 of the Real Property Article, the failure to properly acknowledge the instrument causes the transfer to be invalid. Section 4-109 of the Real Property Article does not cure the defect because the Deed of Trust's validity was challenged in a judicial proceeding commenced within six months after its recordation.

However Maryland recognizes equitable liens when it appears that there was "a specific intent to create a lien but the instrument is imperfect in some regard, such as one with a defective acknowledgment." *Equitable Trust Company v. Imbesi*, 287 Md. 249 (1980). *See also, Pence v. Norwest Bank Minnesota, N.A.*, 363 Md. 267 (2000). The Deed of Trust meets all of the formal requisites of a grant of real property required by law except for the signature of the notary public. The Deed of Trust, therefore, clearly evidences the intent of the parties to create a lien.

The Bank's equitable lien has priority over Jones' judgment lien because the proceeds of the loan were used by Mary to purchase the Home and the deed of trust recites that fact. The Bank's "purchase money deed of trust" lien has priority over all other liens pursuant to section 7-104 of the Real Property Article.

## BOARD'S ANALYSIS

### QUESTION 10

(A) Arguments of Al's attorney in opposition to the proffered testimony.

(1) The 1990 conviction for Second Degree Sex Offense under Maryland Rule 5-609(b) is not admissible for purposes of impeachment of Al's credibility because it is more than fifteen (15) years old. If the conviction is not admissible then the evidence of the alleged underlying criminal activity should not be admissible.

(2) That Carol's testimony is being offered simply to show Al's propensity to commit crime or his character as a criminal which is improper.

(3) That this "other crime evidence", to be admissible to disprove "consent", will have to qualify as a signature or mimic offense and the proffered evidence does not meet this standard.

(4) That Al's prior criminal acts may not be introduced to prove guilt of the offense for which he is on trial (See Ayer vs. St. 335 Md 602, 630 (1994)) which is the effect of allowing the testimony.

(5) That evidence of the prior criminal act should be excluded to avoid confusing the jurors, prejudicing their minds against Al and predisposing them to a belief that Al is guilty (See Terry vs. St. 332 Md 329, 334 (1993)).

(6) That the rule excluding evidence of other crimes reflects a legitimate fear that jurors will conclude from evidence of other bad acts that Al is a bad person and should therefore be convicted or deserves punishment for other bad conduct and so may be convicted even though the evidence in this case is lacking. (See Harris vs. St. 324 Md 490, 496 (1991)).

(B) Prosecutor's Response:

1. That the proffered testimony of other crimes is admissible under Maryland Rule 5-404 and that Rule does not contain a time limit for admission of that evidence.

2. Evidence of the other crime may be admitted if it is substantially relevant to a contested issue in the pending case (e.g. consent) and if it is not offered to prove Al's guilt based on a propensity to commit crime or his character as a criminal (See St. vs. Faulkner 314 Md 630, 634 (1985)).

3. Maryland Rule 5-404(b) provides that other crimes evidence may be admissible to rebut the defense of consent.

4. The prior actions by Al towards Carol were quite similar, although not identical to those committed on Beth. In both situations Al approached the woman, seeking

directions; the victims were transported by car; he told both victims he had a knife; that everything would be alright if they cooperated; both were required to engage in similar sexual acts; Al allowed them to go free at the end of the incident. These similarities justify admission.

(C) Judge's Ruling:

Before "other crimes" evidence is admitted the Judge has to make a three (3) part determination.

(a) Does the evidence fit one of the exceptions in Maryland Rule 5-404(b)? This is a legal determination. The evidence arguably is admissible on the issue of intent and common scheme to rebut the defense of consent alleged by Al.

(b) If the evidence fits an exception, is Al's involvement in the other crimes established by clear and convincing evidence? The Court could conclude Carol's testimony and the conviction of Al established by clear and convincing evidence Al's involvement in the criminal activity with Carol.

(c) If steps a and b are satisfied then the trial judge must carefully balance the necessity for and probative value of any "other crime evidence" against any undue prejudice likely to result from its admission. This is a discretionary determination by the Court. The remoteness of the offense is troubling but the similarities between the two offenses weighs in favor of admitting the "other crime evidence". (See generally *Hurst vs. St.* –

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(d) The evidence of the conviction itself is not admissible for impeachment as more than 15 years has passed (Md. Rule 5-609(b)).