Circuit Court for Prince George's County
Case No. CAD22-16664

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND

No. 978

September Term, 2024

VONNITA MURRAY

v.

HAYWARD MURRAY, JR.

Shaw,
Ripken,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: April 2, 2025

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis nor may it be cited as persuasive authority.

On April 12, 2023, the Circuit Court for Prince George's County entered an order granting Hayward Murray, appellee, an absolute divorce from Vonnita Murray, appellant. The court further ordered that "[a]ll of the terms and provisions of the Marital Settlement Agreement of the parties, dated May 29, 2022" were approved and incorporated, but not merged, into the judgment of absolute divorce. Relevant to this appeal, the Marital Settlement Agreement provided that both parties would "retain joint ownership of the Marital Residence until [their minor child] graduates from High School." Thereafter, "[u]pon sale of Marital Residence, both parties agree to equally split any profits as well as equally divide all household furnishings." The parties further agreed that the terms in the agreement regarding marital property were "final and can never be changed by a court."

On January 24, 2024, appellee filed a motion to appoint a trustee to sell the marital residence, alleging that the parties' minor child had graduated from high school in June 2023, but that appellant was refusing to cooperate in listing the marital home for sale, as required by the Marital Settlement Agreement. Following a hearing, at which appellant refused to testify, the court granted appellee's motion to appoint a trustee to sell the marital home. Notably, during that hearing, appellee acknowledged that he had discussed options with appellant regarding possible alternatives to selling the home, including his having "been willing to take [] $50,000 [from her] to pay [him] out[.]" However, appellee indicated that his willingness to accept that offer had been contingent on appellant applying and getting approved for a loan to take over the mortgage, which she did not do.

After the court issued the judgment, appellant filed a "Petition for Emergency Injunction Petition to Vacate Judgment," wherein she alleged, among other things, that: "[a]ll court actions are commercial transaction[s]" that deprived her of "due interest and commercial payment due[;]" that the court had not proved that it had "jurisdiction over the living women [sic] who is an United States National[;]" and the circuit court was "not a holder or holder in due course or a real party of interest" and therefore had no "right of usage of the private special priority estate trust property." The court treated the motion as a motion to alter or amend the judgment, and denied it without a hearing.

As an initial matter, we note that appellant's brief is extremely difficult to follow. And several of her arguments appear to be based on legal theories advanced by the proponents of the "sovereign citizen" movement, which we have noted "have not, will not, and cannot be accepted as valid." *Anderson v. O'Sullivan*, 224 Md. App. 501, 512 (2015). For example, appellant first contends that there is a "lack of state interest and jurisdiction" because it has "failed to demonstrate a clear, tangible interest or evidence supporting its participation." However, the State was not a party to this case.[1] Moreover, appellant's third issue simply states: "Establish the Trust's Legal Personality." But appellant does not make any argument in support of this "issue" or indicate how trusts are relevant to this case.

Appellant finally contends that "the matter could have been settled privately[,]" noting that she made substantial efforts to resolve the dispute with appellee, "offering a fair $50,000 settlement to avoid unnecessary litigation." However, the fact that the case could

[1] To the extent appellant is referring to the circuit court, and making a claim that it lacked subject matter jurisdiction, such a claim is meritless.

possibly have been settled is of no legal significance as there are no provisions in the Marital Settlement Agreement that required the parties to negotiate a possible buyout prior to selling the marital home. Moreover, the court found credible appellee's testimony that: (1) he did not, in fact, accept appellant's offer of $50,000 to buy out his interest in the property because she failed to get approved for a loan to take over the mortgage, (2) the parties' minor child had graduated high school, and (3) appellant refused to assist him in listing the marital home for sale. In light of these findings, which we cannot say were clearly erroneous, the court did not err in finding that appellant had violated the terms of the Marital Settlement Agreement and, therefore, in ordering that a trustee be appointed to sell the marital property.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.