

Circuit Court for Baltimore County
Case No. 03-C-18-011847

UNREPORTED
IN THE APPELLATE COURT OF
OF MARYLAND*

No. 1003

September Term, 2022

ROBERT G. GENUNG

v.

CYNTHIA L. GENUNG

Kehoe,
Shaw,
Battaglia, Lynne A.,
(Senior Judge, Specially Assigned)
JJ.

Opinion by Kehoe, J.

Filed: July 18, 2023

* At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals of Maryland to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In 2019, the marriage between Robert Genung and Cynthia L. Genung ended when the Circuit Court for Baltimore County granted Mr. Genung’s request for an absolute divorce against Ms. Genung.¹ Dissatisfied with the economic relief granted to Ms. Genung, Mr. Genung filed two in banc appeals. In each appeal, the in banc panel remanded the case to the trial court for further proceedings. Ultimately, the trial court issued a second supplement to the judgment of absolute divorce. This is the judgment before us. Mr. Genung raises three issues, which we have reworded:

- (1) Does the second supplement to the judgment of absolute divorce include a provision requiring Mr. Genung to transfer his interest in the marital home to Ms. Genung?
- (2) If the answer to the first question is yes, then is requiring Mr. Genung to transfer his interest in the marital home to Ms. Genung an abuse of discretion?
- (3) Does Mr. Genung have a non-marital interest in the marital home?

We will affirm the judgment of the circuit court.

BACKGROUND

The complicated procedural history of this case is well known by the parties. We will reference only the most relevant parts in this opinion.

After 41 years of marriage, the parties separated on April 1, 2016. Mr. Genung filed a complaint for absolute divorce in November of 2018. After a trial on the merits, the court granted the judgment of absolute divorce and denied both parties’ claims for alimony.

¹ In their briefs, the parties use the terms “him” and “his” in reference to Mr. Genung and “her” in reference to Ms. Genung. We will do the same.

Relevant to the issues raised in this appeal, the court found that the parties owned their marital home as tenants by the entirety. The court valued the marital home at \$150,000 and found that the marital home was subject to a mortgage with a principal balance of \$12,317.6, resulting in a net value of \$137,682.31. The trial court then divided the personal property based on the parties' testimony. The trial court did not assign a value to the personal property because it concluded that "the evidence submitted at trial as to existence and the value of all the property in this case was . . . woefully insufficient." Finally, and most importantly for the purposes of this appeal, the court ordered Mr. Genung to transfer his interest in the marital home to Ms. Genung if, within 120 days of the date of the judgment, Ms. Genung refinanced the mortgage and paid Mr. Genung \$20,000 as a monetary award pursuant to Md. Code., Family Law Art. § 8-205(b).

Mr. Genung timely filed a motion to alter or amend the judgment which the trial court denied. Mr. Genung then filed an in banc appeal ("*Genung I*"). He asserted that the trial court abused its discretion, and/or erred as a matter of law, in its determination of the ownership, valuation, and division of the parties' real and personal property, and in determining the amount of the monetary award to Mr. Genung.

In summary, the *Genung I* in banc panel held that:

(1) the trial court's valuation of the marital home was not clearly erroneous in light of the sparse evidence presented to the court on the issue of value;

(2) the trial court erred when it rounded up the marital residence's value from \$147,502.81 (Ms. Genung's opinion of the home's value) to \$150,000.00 because the latter value was not based upon any evidence in the record;

(3) the trial court erred by failing to make explicit findings as to (i) the ownership of certain items of personal property, (ii) whether the personal property in question was marital or non-marital, and (iii) if marital, how each asset was titled, and the value of each asset;² and

(4) the trial court failed to engage in the mandatory three-step process prescribed by Fam. Law § 8-205 prior to granting the monetary award.³

² Md. Code, Fam. Law § 8-202 states:

(a)(1) When the court grants an annulment or a limited or absolute divorce, the court may resolve any dispute between the parties with respect to the ownership of personal property.

(2) When the court grants an annulment or an absolute divorce, the court may resolve any dispute between the parties with respect to the ownership of real property.

(3) Except as provided in § 8-205 of this subtitle, the court may not transfer the ownership of personal or real property from one party to the other.

(b) When the court determines the ownership of personal or real property, the court may:

(1) grant a decree that states what the ownership interest of each party is; and

(2) as to any property owned by both of the parties, order a partition or a sale instead of partition and a division of the proceeds.

³ Fam. Law § 8-205 states:

(a)(1) Subject to the provisions of subsection (b) of this section, after the court determines which property is marital property, and the value of the marital property, the court may transfer ownership of an interest in property

described in paragraph (2) of this subsection, grant a monetary award, or both, as an adjustment of the equities and rights of the parties concerning marital property, whether or not alimony is awarded.

(2) The court may transfer ownership of an interest in:

- (i) a pension, retirement, profit sharing, or deferred compensation plan, from one party to either or both parties;
- (ii) subject to the consent of any lienholders, family use personal property, from one or both parties to either or both parties; and
- (iii) subject to the terms of any lien, real property jointly owned by the parties and used as the principal residence of the parties when they lived together, by:

- 1. ordering the transfer of ownership of the real property or any interest of one of the parties in the real property to the other party if the party to whom the real property is transferred obtains the release of the other party from any lien against the real property;
- 2. authorizing one party to purchase the interest of the other party in the real property, in accordance with the terms and conditions ordered by the court; or
- 3. both.

(b) The court shall determine the amount and the method of payment of a monetary award, or the terms of the transfer of the interest in property described in subsection (a)(2) of this section, or both, after considering each of the following factors:

- (1) the contributions, monetary and nonmonetary, of each party to the well-being of the family;
- (2) the value of all property interests of each party;
- (3) the economic circumstances of each party at the time the award is to be made;
- (4) the circumstances that contributed to the estrangement of the parties;
- (5) the duration of the marriage;
- (6) the age of each party;
- (7) the physical and mental condition of each party;
- (8) how and when specific marital property or interest in property described in subsection (a)(2) of this section, was acquired, including the effort expended by each party in accumulating the marital property or the interest in property described in subsection (a)(2) of this section, or both;

For these reasons, the *Genung I* panel vacated the valuation of the marital home and the monetary award and remanded the case back to the trial court to decide which property is marital or non-marital, to assign values to those items, to determine ownership of the any contested property, and if it decided to make a marital award, to address the factors in Fam. Law § 8-205. The panel’s mandate stated in pertinent part:

JUDGMENT OF DIVORCE AFFIRMED. JUDGMENTS
TRANSFERRING PERSONAL PROPERTY AND AWARDING A
MARITAL AWARD ARE VACATED.

On remand, the trial court issued a supplement to its judgment of absolute divorce. Consistent with the mandate in *Genung I*, the trial court identified which items of the personal property were marital or non-marital and assigned value and ownership to each item. Further, the trial court listed which of the Fam. Law § 8-205 factors it considered when awarding the title of the marital home to Ms. Genung. The trial court awarded most of the disputed items of personal property to Mr. Genung. The court explained that it:

(9) the contribution by either party of property described in § 8-201(e)(3) of this subtitle to the acquisition of real property held by the parties as tenants by the entirety;

(10) 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

(11) any other factor that the court considers necessary or appropriate to consider in order to arrive at a fair and equitable monetary award or transfer of an interest in property described in subsection (a)(2) of this section, or both.

(c) The court may reduce to a judgment any monetary award made under this section, to the extent that any part of the award is due and owing.

awarded the bulk of the marital personal property to [Mr. Genung], and transfer of the marital real property to [Ms. Genung], upon obtaining a release of the lien as it pertains to [Mr. Genung]. The marital property award of \$20,000 to [Mr. Genung] was fair and reasonable in December, 2019 and is fair and reasonable presently. Accordingly, the court again orders [Ms. Genung] to pay [Mr. Genung] the sum of \$20,000 as a monetary award, and as an adjustment of the equities and rights between the parties.

Not satisfied with this result, Mr. Genung filed a second *in banc* appeal (“*Genung II*”). He raised three issues to the *in banc* panel. First, he argued that the panel’s decision in *Genung I* vacated the transfer of title of the parties’ marital home, and the trial court erred by ignoring this fact on remand by once again awarding Ms. Genung sole title of the home. Second, Mr. Genung asserted that the trial court findings failed to comply with Md. Rule 2-552(a).⁴ Third, Mr. Genung contended that the trial court erred when it awarded Ms. Genung a majority of the marital property.

The *Genung II* panel held that: (1) in *Genung I*, the *in banc* panel had affirmed the transfer of the marital home to Ms. Genung; (2) on remand, the trial court had complied with its statutory obligations pursuant to Md. Rule 2-552; and (3) the trial court was required to provide an explanation as to why it awarded Ms. Genung 75% of the value of the marital property. The *in banc* panel noted that the trial court “did not elaborate as to why it awarded [Ms. Genung] over three-fourths of the parties’ marital property,” and

⁴ Md. Rule 2-552(a) requires that “in a contested court trial, the judge, before or at the time judgment is entered, shall prepare and file or dictate into the record a brief statement of the reasons for the decision and the basis of determining any damages.”

remanded the case to provide a further explanation of its reasoning. The in banc panel explained:

we are compelled to vacate the division of marital property and monetary award and remand [the case] to the trial court for further proceedings consistent with this opinion.

The *Genung II* panel’s mandate read in pertinent part:

CASE AFFIRMED IN PART AND REMANDED TO THE CIRCUIT COURT FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION.

Pursuant to the mandate in *Genung II*, the trial court held an additional hearing. In the hearing, and relying in large part on *Fuge v. Fuge*, 146 Md. App. 142 (2002),⁵ Mr. Genung asserted that the court should receive new evidence concerning the present value of the parties’ marital home. The court declined to do this. The trial court explained that in its view there was nothing in the *Genung II* memorandum opinion or the caselaw cited by Mr. Genung that “suggests that the evidentiary record in this action can or should be reopened for new information or evidence.”

The trial court then explained the reasons why it had awarded Ms. Genung a larger proportion of the parties’ marital property:

[Mr. Genung] was exclusively and entirely the cause of the estrangement of the parties after a 40 year marriage. In his trial testimony, he marginalized and demeaned [Ms. Genung]. . . . None of his testimony where he sought to cast blame in the direction of [Ms. Genung] for the failure of the marriage

⁵ We will discuss *Fuge* later in this opinion.

was in the least bit persuasive. Equally unpersuasive was [Mr. Genung]’s testimony about his alleged prior physical condition.

* * *

The Court believed, and found that when [Mr. Genung] abandoned [Ms. Genung] and the marriage on April 1, 2016, he began living with [Ms. W.B.], expense free as he collected \$1,840.00 per month in Social Security disability benefits and as he continued to work part-time earning between \$5,000.00 and \$14, 000.00 per month. His testimony that he had his own expenses [and] that he lived [separately from Ms. W.B.] was not worthy of belief.

After the separation [Ms. Genung] got a job at Rite Aid earning \$14.00 per hour. She had nowhere to live except the marital home. Therefore, the economic circumstances of each party were that [Ms. Genung] was earning minimum wage and needed a place to live; and [Mr. Genung] was collecting nearly \$2,000.00 a month in social security benefits; earning additional funds; living rent-free with [Ms. W.B.]; and spending freely.

At the time of divorce, [Ms. Genung] was 62 years old as was [Mr. Genung]. [Mr. Genung] was capable of significant earning in his sedentary job and was the recipient of Social Security disability benefits. [Ms. Genung] had very limited earning capacity and could not, at the time that [Mr. Genung] walked away from the marriage, afford rent or a mortgage payment. She could not afford to buy [Mr. Genung] out of the marital home had the undersigned determined that it would be inequitable to order that relief.

There was no evidence adduced as to how or when the interest in the marital home was acquired or the relative contributions of the parties to the acquisition of the home or other marital property. All of the Family Law Art. §8-205(b) factors were considered, and in fashioning an equitable distribution, the Court focused primarily on the fact that [Mr. Genung] abandoned [Ms. Genung] without any means to live when he was being substantially provided for by another person.

The court issued a second supplement to the judgment of divorce consistent with these findings. This appeal followed.

THE STANDARDS OF REVIEW

The value of marital property is a question of fact and the factual findings by the trial court will be reviewed under the clearly erroneous standard. *Flanagan v. Flanagan*, 181 Md. App. 492, 520 (2008). Monetary awards, on the other hand, are subject to review for abuse of discretion. “Although our review for abuse of discretion is deferential, ‘a trial court must exercise its discretion in accordance with correct legal standards.’” *Id.* (quoting *Alston v. Alston*, 331 Md. 496, 504 (1993)).

ANALYSIS

Mr. Genung presents four cognizable arguments⁶ as to why the second supplement to the judgment of absolute divorce should be vacated and this case remanded to the trial court for further proceedings:

First, he asserts that the second supplement to the judgment of absolute divorce does not contain an explicit provision that requires Mr. Genung to transfer title of the marital home to Ms. Genung.

Second, Mr. Genung contends that if this Court were to find that the second supplemental judgment of divorce does contain a transfer provision, that transfer

⁶ Mr. Genung makes a fifth contention. He states without further elaboration that the trial court’s monetary award was a taking of his constitutionally-protected property interest in the marital home. Because he provides no legal support for this contention, we decline to address it. *See, e. g., DiPino v. Davis*, 354 Md. 18, 56 (1999) (“[I]f a point germane to the appeal is not adequately raised in a party’s brief, the court may, and ordinarily should, decline to address it.”). This concern is particularly cogent in the context of constitutional arguments.

provision is an abuse of discretion because it makes the division of marital property inequitable.

Third, Mr. Genung argues that our analysis and holding in *Fuge v. Fuge*, 146 Md. App. 142 (2002), dictates that “a long delay from the date of divorce and the valuation to the date of the rendering of the claim for monetary award required a reconsideration of the value” of the marital home.

Fourth, Mr. Genung contends that the legal effect of the judgment of divorce was to change the parties’ ownership interests in the marital home from tenants by the entireties to tenants in common. Therefore, he reasons, he is entitled to 50% of any increase in the value of the marital home from the time of the original divorce to the present.

These contentions are without merit. We will affirm the second supplement to the judgment of absolute divorce.

(1)

We will first address the controversy surrounding title to the former marital home. The original judgment of absolute divorce contained a provision requiring Mr. Genung to transfer his interest in the marital home to Ms. Genung upon her paying him \$20,000 and refinancing the property to remove his name from the mortgage encumbering the property. He argues that this part of the judgment was vacated by the in banc panel in *Genung I*, thus rendering this provision unenforceable. There was no error on the part of the trial court.

Following *Genung I*, the case was remanded back to the trial court for further proceedings. In that proceeding, Mr. Genung asserted, as he does now, that one of the effects of the in banc panel's decision in *Genung I* was to vacate the transfer of the marital home. The trial court did not agree and interpreted the decision of the *Genung I* panel as affirming the transfer of title provision of the judgment of divorce. Mr. Genung raised this issue again in *Genung II*. The in banc panel in that appeal held that “the first In Banc Panel’s Order is silent as to the judgment transferring title to the parties’ marital home; thus, the transfer of title was affirmed.” This holding of the *Genung II* in banc panel is binding upon Mr. Genung for two related reasons.

First, because Mr. Genung filed the in banc appeal, and the *Genung II* panel ruled against him, he no longer has the right to challenge the correctness of the panel’s decision. The right to obtain in banc review of a judgment of a circuit court derives from Article 4, § 22 of the Maryland Constitution, which states in pertinent part (emphasis added):

Where any trial is conducted by less than three Circuit Judges, upon the decision or determination of any point, or question, by the Court, it shall be competent to the party, against whom the ruling or decision is made, upon motion, to have the point, or question reserved for the consideration of three Judges of the Circuit, who shall constitute a court in banc for such purpose; and . . . the procedure for appeals to the Circuit Court in banc shall be as provided by the Maryland Rules. *The decision of the said Court in banc shall be . . . conclusive, as against the party at whose motion said points, or questions were reserved[.]*

Consistent with Article IV, § 22, Md. Rule 2-551(h) states that “Any party who seeks and obtains [in banc] review under this Rule has no further right of appeal.” *See also*

Langston v. Langston, 366 Md. 490, 501, 784 A.2d 1086, 1092 (2001), *abrogated on other grounds by Bienkowski v. Brooks*, 386 Md. 516, (2005), *abrogated in turn by constitutional amendment as noted in State v. Phillips*, 457 Md. 481, 502, 506–07 (2018)) (“A decision rendered by an in banc panel ‘is conclusive, final, and non-appealable by the party who sought the in banc review.’”).

Second, under the doctrine of law of the case, “once an appellate court rules upon a question presented on appeal, litigants and lower courts become bound by the ruling, which is considered to be the law of the case.” *Reier v. State Dep’t of Assessments & Taxation*, 397 Md. 2, 21 (2007). As such, litigants “cannot prosecute successive appeals in a case that raises the same questions that have been previously decided by [an appellate court] in a former appeal of that same case.” *Id.* I

In Maryland, it is clear that an in banc panel “functions ‘as a separate appellate tribunal, and not merely as an arm of the trial court.’” *Phillips v. State*, 233 Md. App. 184, 204 (2017), *aff’d* 457 Md. 481, 513 (2018). (quoting *Montgomery County v. McNeece*, 311 Md. 194, 201 (1987)); *see also Guillaume v. Guillaume*, 243 Md. App. 6, 11 (2019) (“An in banc court functions as a separate appellate tribunal.” ((cleaned up))); *Hartford Fire Ins. Co. v. Estate of Sanders*, 232 Md. App. 24, 37 (2017) (The role of an in banc court is “to engage in appellate review of the trial court’s decision.”).

There is no reason why the law of the case doctrine should not apply to in banc appeals. Indeed, one of the purposes and intended effects of the law of the case doctrine is to “prevent litigants from prosecuting successive appeals in a case that raise[] the same

questions that were decided in a prior appeal.” *Baltimore County v. FOP Lodge No. 4*, 449 Md. 713, 729–30 (2016). Accordingly, Mr. Genung is bound by the holding of the *Genung II* panel that *Genung I* affirmed the transfer of the marital home to Ms. Genung.⁷

(2)

Mr. Genung next challenges the division of marital property. Specifically, Mr. Genung states that “any monetary award to Ms. Genung is an abuse of discretion.” The ultimate decision regarding whether to grant a monetary award, and the amount of such award, is subject to review for abuse of discretion. *Flanagan v. Flanagan*, 181 Md. App. 492, 521 (2008); *Innerbichler v. Innerbichler*, 132 Md. App. 207, 230 (2000).

Before transferring ownership of marital real property from one party to another in a divorce proceeding, courts are required to consider eleven factors which they must articulate in their ruling.⁸ We have summarized the findings of the trial court regarding

⁷ The law of the case doctrine “is not a fixed, immutable doctrine, but more a matter of ‘appellate procedure and convenience.’” *Baltimore County v. FOP Lodge No. 4*, 449 Md. 713, 729–30 (2016) (quoting *Hawes v. Liberty Homes, Inc.*, 100 Md. App. 222, 230, (1994) (cleaned up)). For this reason, the law of the case doctrine does not apply when: “(1) the evidence in a subsequent trial is substantially different from what was before the court in the initial appeal; (2) a controlling authority has made a contrary decision in the interim on the law applicable to the particular issue; or (3) the original decision was clearly erroneous and adherence to it would work a manifest injustice.” *Id.* at 730. None of these criteria are satisfied in the present case.

⁸ Fam. Law § 8-205(b) states that: “the court shall determine the amount and the method of payment of a monetary award, or the terms of the transfer of the interest in property described in subsection (a)(2) of this section, or both, after considering each of the following factors:

the monetary award issue. The trial court found that Mr. Genung was not credible and that Ms. Genung was credible. We defer to the trial court assessment of the credibility of witnesses. *See* Md. Rule 8-131(c). Moving beyond the issue of credibility, Mr. Genung presents nothing to suggest that any of the trial court's findings as to the parties' current financial situations and future earning abilities were clearly erroneous. Nor does Mr. Genung assert that the trial court clearly erred when it found he was responsible for the deterioration in the parties' marital relationship.

-
- (1) The contributions, monetary and nonmonetary, of each party to the well-being of the family;
 - (2) The value of all property interests of each party;
 - (3) The economic circumstances of each party at the time the award is to be made;
 - (4) The circumstances that contributed to the estrangement of the parties;
 - (5) The duration of the marriage;
 - (6) The age of each party;
 - (7) The physical and mental condition of each party;
 - (8) How and when specific marital property or interest in property described in subsection (a)(2) of this section, was acquired, including the effort expended by each party in accumulating the marital property or the interest in property described in subsection (a)(2) of this section, or both;
 - (9) The contribution by either party of property described in §8-201(e)(3) of this subtitle to the acquisition of real property held by the parties as tenants by the entirety;
 - (10) 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
 - (11) Any other factor that the court considers necessary or appropriate to consider in order to arrive at a fair and equitable monetary award or transfer of an interest in property described in subsection (a)(2) of this section, or both.

In *North v. North*, 102 Md .App. 1, 14 (1994), Alan M. Wilner, at the time the Chief Judge of this Court, explained that for an appellate court to reverse a trial court’s discretionary ruling:

The decision under consideration has to be well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable. That kind of distance can arise in a number of ways, among which are that the ruling either does not logically follow from the findings upon which it supposedly rests or has no reasonable relationship to its announced objective.

Mr. Genung has not come close to convincing us that the trial court abused its discretion in limiting Mr. Genung’s monetary award to \$20,000 in light of its findings as to his marital misconduct, the discrepancy between the parties’ respective earnings capacities, and Ms. Genung’s difficult financial circumstances.

(3)

Mr. Genung’s third argument is based on the fact that the trial court’s judgment of divorce was entered on December 6, 2019. He argues that the marital home has increased in value in the intervening three years and that he is entitled to more than the \$20,000 awarded to him by the trial court.

First, he asserts that this Court’s analysis and holding in *Fuge v. Fuge*, 146 Md. App. 142 (2002), dictates that “a long delay from the date of divorce and the valuation to the date of the rendering of the claim for monetary award required a reconsideration of the value” of the marital home. We do not agree.

Fuge was a factually and procedurally complicated case. In brief summary, the parties were divorced in 1998. A series of appeals followed, with the result that the case

was remanded back to the circuit court for further proceedings multiple times. In 2001, the case was again remanded to the circuit court. Among other relief granted in that proceeding, the trial court vacated a previously-ordered monetary award and entered a new award in Ms. Fuge’s favor. The trial court made it clear that it based the award on the parties’ financial circumstances as they existed in 1998, that is, at the time of their divorce. *Id.* at 157–58 Mr. Fuge appealed and argued that the court erred in doing so “because Ms. Fuge’s financial circumstances in June 2001 were much improved over those of June 1998.” *Id.* at 173. We stated that “the plain language of [Fam. Law] 8-205(b)(3) mandates that the trial court consider the parties’ economic circumstances at the time the award is made,” and concluded that the trial court erred when it declined to consider changes to the parties’ financial circumstances between 1998 and 2001. *Id.* at 176.

Mr. Genung asserts that *Fuge* dictates that the trial court should have permitted him to present evidence that the marital home increased in value between the date of the divorce and the third remand hearing. The problem with the contention is that in *Fuge*, the trial court vacated the existing monetary award and then *entered a new award* in Ms. Fuge’s favor. *Id.* at 157–58. In the present case, the *Genung II* in banc panel did not vacate the monetary award; instead, the panel remanded the case to the trial court for it to *articulate its reasons* for granting the \$20,000 monetary award to Mr. Genung. The trial court did precisely what the in banc panel directed it to do.

(4)

Finally, Mr. Genung posits that:

the parties own the real property together as tenants in common as the divorce terminated their ownership as tenants by entireties. With that they now own one half of the non-marital value of the real property—that is the increase in value from the date of divorce to the date of remand hearing, and reconsideration of the value of real property.

This contention is completely unpersuasive. The parties do not now own the former marital home as tenants in common. As part of the original judgment of divorce, the trial court awarded title to the marital home to Ms. Genung. In *Genung II*, the in banc panel affirmed that Ms. Genung is the sole owner of the marital home. For the reasons that we have explained, Mr. Genung is not entitled re-litigate this issue. He presents no viable claim to any part of any increase in the value of the former marital home that might have occurred since the date of the divorce.

**THE JUDGMENT OF THE CIRCUIT
COURT FOR BALTIMORE COUNTY IS
AFFIRMED.**

APPELLANT TO PAY COSTS.