

Circuit Court for Baltimore County
Case No.: C-03-CV-21-003709

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 1557

September Term, 2023

NANCY SNEAD

v.

COMFORT LIVING
ROOMING HOUSE, LLC, *et al.*

Zic,
Ripken,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: September 11, 2024

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

Nancy Snead, appellant, sued Comfort Living Rooming House, LLC, and Russell and Donte Sands, appellees, in the Circuit Court for Baltimore County alleging, generally, breach of contract, trespass, and conversion. Snead later amended her complaint to include claims against two additional parties, but they were never served. The court held a jury trial in October 2023. At the close of Snead’s case-in-chief, the court granted the appellees’ motion for a directed verdict. This appeal followed.

On appeal, Snead presents 10 issues for our review. Of these issues, three concern the merits of Snead’s claims against the unserved parties; one concerns the Maryland Real Estate Commission; and one concerns Snead’s former attorney, who withdrew their appearance five months before trial. We will not address these five issues because they were not raised in, or decided by, the trial court and so are not properly before us. *See* Md. Rule 8-301(a). Snead’s remaining five issues synthesize to one: Whether the trial court erred in awarding Comfort Living and the Sandses a directed verdict.

Whether a directed verdict was proper is a legal question. *Ayala v. Lee*, 215 Md. App. 457, 467 (2013). Our review is therefore *de novo*. *Id.* In doing so, we view the evidence and all inferences reasonably drawn from it in the light most favorable to the appellant. *Id.* A directed verdict is proper only “where the evidence is not such as to generate a jury question, *i.e.*, permits but one conclusion[.]” *Id.* (cleaned up).

As noted above, Snead alleged breach of contract, trespass, and conversion. To prevail on her breach-of-contract claim, Snead had to prove: (1) the appellees owed her a contractual obligation; and (2) they breached that obligation. *Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). The parties’ dispute here centered, generally, on Comfort Living

and the Sandses’ alleged failure to complete the purchase of real property that Snead purportedly owned. But Snead did not establish that any of the appellees owed her a contractual obligation. The “Offer to Purchase Real Estate,” admitted as Plaintiff’s Exhibit 1, though signed by both Snead and Dante Sands, on behalf of Comfort Living, does not constitute an enforceable contract. Rather, it is functionally a “letter of intent” or a “bare-boned ‘agreement[] to agree’” and, as such, is not binding. *Norkunas v. Cochran*, 168 Md. App. 192, 199 (2006) (cleaned up). The “Offer to Purchase” does not contain any commitment by Snead to sell her property, and her signature did nothing more than acknowledge that she was aware of the offer. *See id.* at 202. What is more, even if the “Offer to Purchase” were a binding contract, the only testimony that was offered established that it was Snead who caused the sale to fall through by failing to produce documents that the title company requested by the closing date. In other words, even if Comfort Living and the Sandses owed Snead a contractual obligation, she failed to prove that they breached it. Thus, Snead failed to establish her claim for breach of contract.

Snead’s other claims fare no better. To prevail on her trespass claim, Snead had to prove: “(1) an interference with a possessory interest in [her] property; (2) through the [appellees’] physical act or force against that property; (3) which was executed without [her] consent.” *Royal Inv. Grp., LLC v. Wang*, 183 Md. App. 406, 445 (2008) (cleaned up). Similarly, to prevail on her conversion claim, Snead had to prove the appellees: (1) intentionally exercised “dominion or control” over property that Snead was entitled to possess; (2) in a manner that wrongfully deprived her of possession of that property. *See Yuan v. Johns Hopkins Univ.*, 227 Md. App. 554, 578–79 (2016).

Dante Sands testified that he met with Snead at the property before closing was scheduled. He further testified that she gave him the key and authorized him to make repairs ahead of the sale’s finalization. “Consent is a complete defense against a claim for trespass.” *Royal Inv. Grp.*, 183 Md. App. at 445 (cleaned up). Though Snead offered her own testimony at trial, she did not—during that testimony—dispute Dante Sands’s testimony. Neither, for that matter, did she testify or produce other evidence that any of the appellees removed any of her property. Accordingly, she failed to establish her claims for trespass and conversion. The circuit court, therefore, did not err in entering a directed verdict.

**JUDGMENT OF THE CIRCUIT
COURT FOR BALTIMORE
COUNTY AFFIRMED. COSTS TO
BE PAID BY APPELLANT.**