Circuit Court for Howard County
Case No. C-13-CV-21-000608

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2152

September Term, 2022

NURLIGN NURLIGN, *et al.*

v.

TVC FUNDING IV REO, LLC

Berger,
Albright,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Albright, J.

Filed: June 17, 2024

*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).

This case involves a contractual dispute between would-be purchasers and a seller of real property. The purchasers are Nurlign Nurlign and Zinet Abdella (collectively "Appellants"). The seller is TVC Funding IV REO, LLC ("TVC"). Following a bench trial in the Circuit Court for Howard County, the trial court found that Appellants had breached the sales contract, and the court awarded TVC $20,000.00 in liquidated damages. This timely appeal followed.

In this appeal, Appellants present three questions for our review. For clarity, we have consolidated those questions into a single question, which we rephrase as:[1]

> Did the trial court err in finding that Appellants had breached the contract and in awarding TVC $20,000.00 in liquidated damages?

We start with a *sua sponte* look at whether the judgment from which this appeal was taken was an appealable, final judgment. After concluding that it was, we turn to the question presented by Appellants. We hold, for the reasons below, that the trial court erred in awarding liquated damages to Appellee. Accordingly, we reverse the circuit court's judgment.

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[1] In their brief, Appellants present the following questions:

1. Whether the Circuit Court erred in awarding the Appellee a judgment pursuant to a null and void contract?

2. Whether the Appellants breached the Contract of Sale by not tendering the deposit?

3. Whether evidence was presented or a finding made that the liquidated damages represents reasonable compensation for damages anticipated from the breach of a null and void contract?

BACKGROUND

At all times relevant, Appellants lived at 8608 Watkins Run Court in Ellicott City (the "Property"). In July 2018, Appellants entered into a lease agreement with Addis Developers, LLC ("Addis"), the Property's then-owner. Under the terms of the lease agreement, Appellants had the "first right of refusal" if the Property were to be sold.

Several years later, Addis defaulted on a loan encumbering the Property. When the Property went into foreclosure, TVC, who was the owner of the loan, purchased it at a foreclosure auction.

In April, 2021, during the pendency of Addis' appeal from the ratification of the foreclosure sale, Ms. Abdella entered into a Confidential Settlement and Release Agreement (the "Settlement Agreement") with Addis and BSI Financial Services ("BSI"), the servicer of the loan that Addis had defaulted upon.[2] Under the Settlement Agreement, TVC and BSI would honor the lease until its expiration on July 31, 2022. In turn, Ms. Abdella continued to have the first right of refusal, was required to make timely rent payments on the Property, and agreed to allow TVC and BSI to market the Property as "tenant-occupied[,]" among other provisions.[3]

On June 25, 2021, Appellants and TVC entered into a contract for the sale of the Property (the "Contract"). The Contract included the following relevant provisions:

> 2. *Purchase Price*. The purchase price for the Property is Six Hundred Sixty-Five Thousand Dollars ($665,000.00), payable in the following manner:

[2] Mr. Nurlign was not a party to the Settlement Agreement.

[3] Addis also agreed to drop its appeal and allow the foreclosure to be completed.

(a) Within twenty-four (24) hours of execution of the Contract of Sale, Buyers shall deliver Twenty Thousand Dollars ($20,000.00) to Escrow Agent, subject to collection as a non-refundable Earnest Money Deposit under the Contract of Sale. At the time of settlement hereunder the earnest money deposit shall be applied to the purchase price for the Premises. At the time of closing of the purchase and sale of the Property (the "Closing"), the Earnest Money Deposit shall be applied to the Purchase Price. The balance of the Purchase Price shall be due and payable in full at Closing and shall be delivered by Buyer by federal wire transfer of immediately available funds in time for receipt by Seller on the Closing Date, time being of the essence. If Buyers fail to timely deposit the Deposit, then this Agreement is null and void and neither party will have any obligation to the other. Upon Seller's full performance of Seller's obligations under this Agreement the Deposit will be delivered to Seller and applied toward payment of the Purchase Price pursuant to Section 2. The Earnest Money Deposit shall be non-refundable except as expressly provided otherwise in this Agreement.

(b) the balance of Six Hundred Forty-Five Thousand Dollars ($645,000.00) shall be paid by wire transfer at closing.

* * *

15. *Termination of Agreement/Return of Deposit/Remedies*:

(a) In the event this Agreement is terminated due to the failure of a condition precedent, or for such other reason not involving a breach of this Agreement by either party, the Earnest Money Deposit shall be promptly refunded to the Buyers, and the parties shall thereupon be released from any further obligation hereunder, except as otherwise provided herein.

(b) In the event of a breach by Buyers that prevents Closing from occurring actual damages would be difficult to calculate; accordingly, in the event of such breach, Seller as their exclusive remedy, shall be entitled to Twenty Thousand Dollars ($20,000.00) as liquidated damages and not as a penalty. Escrow Agent shall disburse Twenty Thousand Dollars ($20,000.00) to Seller. Upon such amount being paid to Seller from the Earnest Money Deposit, Buyers shall have no further obligations or liabilities to Seller.

(c) In the event of a breach by Seller that prevents the Closing from occurring, Buyers, as its exclusive remedy, shall be entitled to either bring an action for specific performance or declare this Agreement null and void, in which event the Earnest Money Deposit shall be refunded to Buyers.

Following the execution of the Contract, Appellants failed to remit the $20,000.00 Earnest Money Deposit ("EMD"). On July 6, 2021, a representative for TVC sent an email to Appellants' attorney that stated: "I have not received the EMD or July 2021 rent from the occupant. Pursuant to section 2(1) [*sic*] of the purchase contract this agreement is null and void. Please let me know if you would like a signed document or this email will be sufficient." On July 13, 2021, a representative for TVC sent a second email that stated: "Due to your breach of section 2(a) dated June 25, 2021, this contract is null and void effective now. This is our formal notice under the terms of the contract. We will be retaining a Realtor to list and sell the property. You will need to work with them for access for the listing and selling process."

Shortly thereafter, Appellants filed a civil complaint against TVC alleging, among other things, that the contract contained a mutual mistake of fact. According to Appellants, when the Contract was originally drafted, TVC was named as the Escrow Agent on page 2 of the Contract, but after Appellants objected, that provision was removed. Appellants alleged that, after the parties executed the Contract, which included the change on page 2, they realized that the Contract had not been updated in any other manner and that TVC was still named as the Escrow Agent on other pages of the Contract. Appellants asked that the Contract be reformed to remove TVC as the Escrow Agent entirely.

TVC subsequently filed (and then amended) a counterclaim. In Count I, TVC alleged that Appellants breached the Contract by failing to remit the $20,000 EMD and sought liquidated damages. In Count II, TVC alleged that Ms. Abdella breached the

Settlement Agreement by failing to make timely rental payments for October and November 2021, failing to allow TVC to market the Property as tenant occupied, and failing to give TVC access to the Property for showings, appraisals, and inspections. On Count II, TVC sought to evict Ms. Abdella, among other things.

At the bench trial that ensued, Appellants did not dispute that they failed to pay the EMD. Appellants maintained that the provisions of the Contract naming TVC the Escrow Agent were a mutual mistake, that they never would have agreed to pay the EMD to TVC, and that they had no problem paying the EMD to an escrow agent other than TVC. TVC countered that they specifically wanted to be the Escrow Agent because of "issues" with Appellants. TVC asserted that there was no mutual mistake and that the Contract should be enforced as written.

Appellants also did not dispute that the terms of the Settlement Agreement required them to vacate the Property. Appellants only argued that as a matter of equity, they should have "a reasonable time" to do so. TVC countered that the lease had expired on July 31, 2022, and that Appellants had agreed to vacate the Property immediately afterwards.[4]

About two weeks after the bench trial, the circuit court entered an Opinion and Order. In its Opinion, the court noted that the parties had "abandoned several claims," leaving only Appellants' request for reformation of the Contract and TVC's requests for

[4] During closing argument, TVC clarified that its request for immediate eviction was based not on Ms. Abdella's failure to pay rent but on the expiration of the lease in accordance with the Settlement Agreement.

liquidated damages and eviction of Appellants. Regarding the reformation of the Contract, the court rejected Appellants' claim of mutual mistake in naming TVC as the Escrow Agent. Then, because Appellants had failed to remit the EMD within 24 hours of the Contract's execution, the court held that they had breached the Contract. The trial court did not discuss TVC's request for Appellants' eviction. In a footnote, though, the circuit court mentioned that the parties had a tenant holding over matter pending in the District Court of Maryland for Howard County and noted that, during closing arguments, TVC argued that Appellants had agreed to vacate the Property on the lease agreement's termination date.

In its Order, the circuit court denied Appellants' request to reform the Contract, awarded TVC $20,000.00 in liquidated damages for Appellants' breach, but made no express ruling with regard to TVC's request for Ms. Abdella's eviction from the Property. The Order read as follows:

> Before the Court is Plaintiff's breach of contract case and Defendant's Counterclaim. The case was tried on January 3, 2023. Following testimony, submission of exhibits and closing arguments, the Court held the matter *sub curia* to consider the evidence. Having fully considered the testimony, evidence and arguments offered, and for the reason set forth in the accompanying Opinion,
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> it is thereupon this January 17, 2023, by the Circuit Court for Howard County,
>
> **ORDERED, A[D]JUDGED, AND DECREED**, that on Plaintiff's Amended Complaint, the Court finds for Defendant and Plaintiff's Prayers for Relief are DENIED; and it is further
>
> **ORDERED, A[D]JUDGED, AND DECREED**, that on Defendant's Counter Complaint, the Court finds for the Defendant, in that

> the court finds that Plaintiffs breached the Contract for Sale; and it is further
>
> **ORDERED, A[D]JUDGED, AND DECREED**, that the Defendant's request for $20,000 is hereby, **GRANTED**, and the said damages shall be paid within 10 days of the entry of this order.

(emphasis in the original). On the same day, the clerk entered "Case Closed" in the case's docket entries.

This timely appeal followed. Additional facts will be supplied as needed below.

DISCUSSION

Finality of Judgment

Because the circuit court's Order does not explicitly rule on TVC's second count, we start by examining whether the Order is an appealable, final judgment. With certain exceptions not relevant here, our appellate jurisdiction is limited to appeals from final judgments entered in civil or criminal cases by a circuit court. Md. Code Ann., Cts. & Jud. Proc. ("CJP") § 12-301 (West 2024); *Biro v. Schombert*, 285 Md. 290, 294 (1979) (citing CJP § 12-301). Even though the Order did not explicitly mention TVC's second count, we conclude that the Order was an appealable, final judgment. We explain.

For an order of a circuit court to be appealable, it must be "so final as *either* to determine and conclude the rights involved *or* to deny the appellant the means of further prosecuting or defending his or her rights and interests in the subject matter of the proceeding." *Monarch Acad. Balt. Campus, Inc. v. Balt. City Bd. of School Comm'rs*, 457 Md. 1, 43 (2017) (cleaned up) (italics added). Therefore, "[e]ven if the order does not decide and conclude the rights of the parties, it nevertheless will be a final judgment if it

terminates the proceedings in that court and denies a party the ability to further prosecute or defend the party's rights concerning the subject matter of the proceeding." *Id*. at 43 (cleaned up). In other words, an order that has the effect of putting the parties out of court is generally final and appealable. *Id.* at 43-44 (cleaned up).

In determining whether a circuit court's order has the effect of putting parties out of court, the "key question is whether the order contemplates that the parties will no longer litigate their rights *in that court*." *Metro Maintenance Sys. S. v. Milburn*, 442 Md. 289, 299 (2015) (emphasis added). Our Supreme Court also has held that an order is final and appealable if it puts parties out of court "with no clear procedural path they could follow to return to court within a reasonable period of time." *Monarch Acad.*, 457 Md. at 49. On the other hand, an order is not final when it "anticipates additional proceedings in the same court during which the parties may continue to litigate their rights in the particular matter[.]" *Metro Maintenance Sys.*, 442 Md. at 300-01. An order is also not final if "there is a strong potential, bordering on certainty, that the issue at hand ... will be back for determination by the circuit court." *Monarch Acad.*, 457 Md. at 47 (quoting *Metro Maintenance Sys.*, 442 Md. at 309).

Even though it did not explicitly mention TVC's second count, the Order here was an appealable, final judgment because it left nothing for the circuit court to resolve and put the parties out of circuit court. The crux of TVC's second count was that Ms. Abdella be evicted because the lease agreement had expired. But we doubt that such relief would have been the circuit court's to grant. As a matter between landlord and tenant or alleging Ms. Abdella's wrongful detainer of the Property, TVC's eviction claim was likely within

the exclusive original jurisdiction of the District Court of Maryland.[5] During the bench trial, in fact, the circuit court learned from the parties that there was a parallel tenant holding over matter pending between them in the District Court of Maryland for Howard County. If the circuit court's silence on TVC's second count was because it could not order the relief that TVC wanted on that count (Ms. Abdella's eviction), there was nothing else for the circuit court to adjudicate, and its Order was final.[6]

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[5] *See* Md. Code Ann., Cts. & Jud. Proc. § 4-401(4)(establishing that " . . . the District Court has exclusive original civil jurisdiction in . . . (4) An action involving landlord and tenant, distraint, or wrongful detainer, regardless of the amount involved[.]").

This is not to say that different kinds of attempts to remove someone from real property are beyond a circuit court's jurisdiction. By way of example, trespassers or those who refuse to deliver actual possession of property to foreclosure purchasers are indeed subject to circuit court orders of relief. *Uthus v. Valley Mill Camp, Inc.*, 472 Md. 378, 396-400 (2021)(discussing common law trespass actions and Md. Rule 14-102(a) pertaining to motions for judgment of possession and reminding that both are within the jurisdiction of the circuit court). Here, however, no one contended that Ms. Abdella's possession of the property arose out of other than a landlord-tenant relationship. Accordingly, TVC's eviction claim against Ms. Abdella was likely not within the circuit court's jurisdiction.

[6] Though it involved an explicit transfer or dismissal by the circuit court for lack of subject matter jurisdiction, *Ferrell v. Benson, et al.*, 352 Md. 2 (1998) is instructive. In *Ferrell*, circuit court defendants moved to dismiss or transfer plaintiff's complaint, arguing that it was a claim within the exclusive original jurisdiction of the District Court of Maryland. The circuit court agreed and granted the motion. After we dismissed plaintiff's appeal for lack of a final judgment, the Supreme Court reversed our dismissal. The Supreme Court concluded that even though the circuit court's order did not resolve plaintiff's claim on the merits, it was a final, appealable judgment because it terminated the case in the circuit court and there was "'[n]othing left to be done in the circuit court.'" *Id*. at 6-7 (omitting citation). Here, even though the circuit court did not explicitly transfer or dismiss TVC's second count for lack of subject matter jurisdiction, it appeared to do so and its Order similarly terminated the case in the circuit court.

The clerk's entry of "Case Closed" after the Order told the same story. *See Burns*, 141 Md. App. at 692 (concluding that the circuit court intended its ruling to be final, where the clerk "noted the file as 'closed'" after the court's ruling). If there was any doubt about what the circuit court intended with the entry of its Order, the "Case Closed" entry confirmed that the circuit court had intended its Order to be final.

We now proceed to the merits of Appellants' arguments on appeal.

Parties' Contentions

Appellants argue that the trial court erred in entering judgment in favor of TVC on its breach of contract claim. Appellants note that the Contract expressly states that failure to pay the EMD within the required time period renders the Contract "null and void." Appellants argue, therefore, that their failure to pay the EMD was not a breach but instead was a failure to satisfy a condition precedent to the existence of the contract. In the alternative, Appellant argues that even if their failure to pay the EMD was a breach of contract, the award of liquidated damages was an error because there was no evidence at trial that the liquidated damages amount "represented reasonable compensation at the time of contract."

TVC argues that the trial court properly found that Appellants had breached the Contract. TVC contends that Appellants' obligation to pay the EMD constituted a promise and not a condition precedent. TVC contends that Appellants were bound by that promise and that they breached the Contract in failing to remit the EMD in a timely manner. Regarding the award of liquidated damages, TVC argues that Appellants waived

the issue by failing to raise it at trial and, even if the issue had been preserved, the liquidated damages provision is enforceable as a matter of law.

Standard of Review

"When reviewing an action tried without a jury, we review the judgment of the trial court 'on both the law and evidence.'" *Balt. Police Dep't v. Brooks*, 247 Md. App. 193, 205 (2020) (citing *Banks v. Pusey*, 393 Md. 688, 697 (2006)). We "will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and [we] will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Md. Rule 8-131(c). Issues of law are reviewed *de novo*. *Brooks*, 247 Md. App. at 205.

As to a trial court's interpretation of a contract, we apply a *de novo* standard of review. *Muhammad v. Prince George's Cnty. Bd. of Educ.*, 246 Md. App. 349, 358 (2020). In so doing, we follow the "'objective theory of contract interpretation, giving effect to the clear terms of agreements, regardless of the intent of the parties at the time of contract formation.'" *Precision Small Engines, Inc. v. City of College Park*, 457 Md. 573, 585 (2018) (quoting *Myers v. Kayhoe*, 391 Md. 188, 198 (2006)). "'Thus, the written language embodying the terms of an agreement will govern the rights and liabilities of the parties, irrespective of the intent of the parties at the time they entered into the contract.'" *Tapestry, Inc. v. Factory Mut. Ins. Co.*, 482 Md. 223, 239 (2022) (quoting *Md. Cas. Co. v. Blackstone Int'l Ltd.*, 442 Md. 685, 695 (2015)). Moreover, "'[i]n interpreting a contract provision, we look to the entire language of the agreement, not merely a portion thereof.'" *Plank v. Cherneski*, 469 Md. 548, 617 (2020) (quoting *Nova Rsch., Inc.*

v. Penske Truck Leasing Co., 405 Md. 435, 448 (2008)). If, when viewed from the perspective of a reasonable person, a contract's language is unambiguous, "there is no room for construction, and a court must presume that the parties meant what they expressed." *Precision*, 457 Md. at 585 (quoting *Dennis v. Fire & Police Employees' Ret. Sys.*, 390 Md. 639, 656-57 (2006)).

On the other hand, if a contract's language is ambiguous, "the narrow bounds of the objective approach give way, and the court is entitled to consider extrinsic or parol evidence to ascertain the parties' intentions." *Credible Behavioral Health, Inc. v. Johnson*, 466 Md. 380, 394 (2019). "'A contract is ambiguous if it is subject to more than one interpretation when read by a reasonably prudent person.'" *Chesapeake Bank of Md. v. Monro Muffler/Brake, Inc.*, 166 Md. App. 695, 706 (2006) (quoting *Sy-Lene of Wash., Inc. v. Starwood Urban Retail II, LLC*, 376 Md. 157, 167 (2003)).

Analysis

In the present case, the dispositive issue is whether Appellants' failure to remit the EMD constituted a breach of the Contract and justified the trial court's award of liquidated damages. "Generally, a breach of contract is defined as a 'failure, without legal excuse, to perform any promise that forms the whole or part of a contract.'" *Kunda v. Morse*, 229 Md. App. 295, 304 (2016) (quoting *Weaver v. ZeniMax Media, Inc.*, 175 Md. App. 16, 51 (2007)). "A promise, as referred to in that definition, is a manifestation of intention to act … in a specified way, so made as to justify a promise in understanding that a commitment has been made." *Id.* (citations and quotations omitted). As noted, TVC claims that, by agreeing to the Contract's EMD provision, Appellants "promised" to

remit the EMD within 24 hours of the Contract's execution. TVC argues that Appellants breached the Contract in failing to abide by that promise.

Appellants, on the other hand, claim that the EMD provision was not a promise, but rather a condition precedent. "A condition precedent is 'a fact, other than mere lapse of time, which, unless excused, must exist or occur before a duty of immediate performance of a promise arises.'" *Wildewood Operating Co., LLC v. WRV Holdings, LLC*, 259 Md. App. 464, 479 (2023) (quoting *Chirichella v. Erwin*, 270 Md. 178, 182 (1973)). "'Where a contractual duty is subject to a condition precedent, whether express or implied, there is no duty of performance and there can be no breach by non-performance until the condition precedent is either performed or excused.'" *All State Home Mortg., Inc. v. Daniel*, 187 Md. App. 166, 182 (2009) (quoting *Pradhan v. Maisel*, 26 Md. App. 671, 677 (1975)). "Although no particular words are necessary to create an express condition, certain words and phrases – *i.e.*, 'if,' 'provided that,' 'when,' 'after,' 'as soon as,' and 'subject to' – are used to indicate that performance has been expressly made conditional." *Wildewood*, 259 Md. App. at 479. "The question whether a stipulation in a contract constitutes a condition precedent is one of construction dependent on the intent of the parties to be gathered from the words they have employed and, in case of ambiguity, after resort to the other permissible aids to interpretation[.]" *All State Home Mortg., Inc.*, 187 Md. App. at 182 (quoting *Aronson & Co. v. Fetridge*, 181 Md. App. 650, 682 (2008)).

The provision at issue here – Section 2(a) of the Contract – states, in relevant part: "Within twenty-four (24) hours of execution of the Contract of Sale, Buyers shall deliver

Twenty Thousand Dollars ($20,000.00) to Escrow Agent, subject to collection as a non-refundable Earnest Money Deposit under the Contract of Sale." The provision then says: "If Buyers fail to timely deposit the Deposit, then this Agreement is null and void and neither party will have any obligation to the other."

We hold that, pursuant to the plain language of the Contract, Appellants' obligation to remit the EMD did not constitute a promise, but rather a condition precedent that had to be satisfied before the duty to perform a promise arose. Although the provision at issue did state that Appellants were required to deliver the $20,000.00 EMD to the Escrow Agent within 24 hours of the execution of the Contract, the provision added, in no uncertain terms, that "if" Appellants failed timely deliver the EMD, then the Contract would be null and void and neither party would have any obligation to the other. By including that additional language, which incorporated one of the qualifiers ("if") that signify a condition precedent, the Contract unambiguously conditioned both parties' obligations under the Contract on Appellants' timely payment of the EMD. Reasonably read, this language cannot be interpreted as anything other than a condition precedent.

Our construction of the EMD provision as a condition precedent rather than a promise is further supported by the plain language of Section 15 of the Contract. That provision provided three remedies in the event that the Contract was terminated or breached. First, if the Contract was terminated for a reason other than a breach, then the EMD was to be returned to Appellants, and both parties would be released from any further obligation. Second, if Appellants breached, then TVC would be entitled to $20,000.00 in liquidated damages, which would be paid from the EMD, and Appellants

would be released from any further obligation. Third, if TVC breached, then Appellants could void the Contract or demand specific performance, at which point the EMD would be refunded to Appellants. Clearly, each of those remedies, including the liquidated damages remedy, presupposed that Appellants had paid the $20,000.00 EMD. It would make little sense to interpret Appellants' failure to remit the EMD as a breach, where the remedy for that breach would include forfeiture of the EMD.

TVC argues that Appellants' claim "fails because it improperly allows Appellants to unilaterally terminate the Agreement by failing to satisfy the EMD requirement." TVC also argues that "Appellants' claim separately fails because the EMD provision was a condition precedent for TVC's performance under the Agreement, not Appellants."

We are not persuaded by either argument. First, there is nothing "improper" about the Contract's language.[7] If TVC did not want Appellants to have the power to terminate the Contract by failing to satisfy the EMD requirement, then TVC should not have included that language in the Contract. Furthermore, as discussed, the Contract's language clearly states that the EMD provision was a condition precedent for both parties' performance under the Contract.

As such, we hold that the trial court erred in finding that Appellants breached the Contract and in awarding TVC $20,000.00 in liquidated damages. When Appellants

[7] TVC cites *Huttenstine v. Mast*, 334 Fed. Appx. 536 (4th Cir. 2009) in support, but that case is distinguishable because the agreement at issue in that case did not involve the same unambiguous language found in the instant Contract. Specifically, in *Huttenstine*, the conditional language was found to be condition precedent for the performance of plaintiff's obligations only, not both parties' performance. *Id*. at 538.

failed to remit the EMD according to the Contract's plain language – that is, when Appellants failed to satisfy the "if" portion of the condition precedent – then the contract became "null and void," and both parties were released from their respective obligations. *See James B. Nutter & Co. v. Black*, 225 Md. App. 1, 12 (2015) ("A void contract is not a contract at all … and all parties, present and future, would be equally allowed to avoid the contract.") (citations and quotations omitted). Once the Contract became null and void, it was no longer enforceable. *See Daugherty v. Kessler*, 264 Md. 281, 285 (1972) ("[U]sually the word void means … unenforceable between the parties.").[8]

JUDGMENT OF THE CIRCUIT COURT FOR HOWARD COUNTY REVERSED; COSTS TO BE PAID BY APPELLEE.

[8] Since the Contract was null and void, we need not discuss whether the liquidated damages set forth in the Contract represented reasonable compensation for damages anticipated by the breach.