Circuit Court for Allegany County
Case No.: C-01-FM-20-000499

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 2180

September Term, 2022

LINDA KAY TWIGG

v.

ALLAN LEE TWIGG

Shaw,
Tang,
Woodward, Patrick L.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Woodward, J.

Filed: January 16, 2025

On May 4, 2021, the Circuit Court for Allegany County entered a Judgment of Divorce ending the marriage of Linda Twigg, appellant, and Allan Twigg, appellee, but reserving jurisdiction "on the issues of marital property and marital award." The trial for the determination of the property issues took place over three days in 2022. On January 26, 2023, the circuit court issued a Memorandum of the Court ("Memorandum") that resolved the parties' property issues. On the same day, the court signed an Order of Court that, among other things, granted to Ms. Twigg (1) a monetary award of $38,521.72, and (2) a Qualified Domestic Relations Order for a twenty percent (20%) interest in Mr. Twigg's Maryland State Retirement and Pension System ("MSRPS") account.

On appeal, Ms. Twigg, proceeding *pro se*, presents fourteen issues for our review. Unfortunately, Ms. Twigg fails to "identify issues that explain why the trial court erred or made a mistake in deciding the case," as is required by the Guidelines for Informal Briefs. *See* Guidelines for Informal Briefs ¶ (b)(2). Instead, Ms. Twigg simply lists subject matter titles as "issues," such as "Issue 1. Marital Property – Appraisal." Nevertheless, because we believe that we can glean from her argument the legal error or abuse of discretion asserted by Ms. Twigg, we will address her appellate issues. As stated in her brief, Ms. Twigg sets forth the following issues:

> Issue 1: Marital Property – Appraisal
> Issue 2: Infidelity
> Issue 3: [Ms. Twigg's] oldest son
> Issue 4: CMG retirement
> Issue 5: [Mr. Twigg] paid mor[t]gage payments through BB&T not Chessie Credit Union
> Issue 6: [Ms. Twigg] took $2,000 from [Mr. Twigg's] checking acct
> Issue 7: Cattle

Issue 8: Kubota Tractor
Issue 9: Furniture in [Mr. and Ms. Twigg's] home[s]
Issue 10: Timeshare
Issue 11: Bullet camper
Issue 12: Crawford credits
Issue 13: Mazda 2014 car
Issue 14: Additional information

For the following reasons, we shall affirm the judgment of the circuit court.

BACKGROUND

On November 26, 1988, Allan Twigg married Linda Twigg. The parties began living separately on February 21, 2020. On September 21, 2020, Ms. Twigg filed a Complaint for Absolute Divorce in the Circuit Court for Allegany County. According to the complaint, three daughters were born of the marriage of the parties, all of whom were emancipated at the time of the divorce proceedings. On May 4, 2021, the court entered a Judgment of Divorce, reserving on the issues of property.

The trial for the determination of the property issues took place on February 28, March 22, and May 9, 2022. On the first day of the trial, the parties advised the court of several amendments to the Joint Statement of Parties concerning Marital and Non-Marital Property ("9-207 Statement"). On the second day of the trial, the parties entered into evidence Joint Exhibit 2, which incorporated the oral amendments to the 9-207 Statement. In Joint Exhibit 2, the parties stipulated, among other things, to the values of 508 Sampson Rock Road in Frostburg, MD (the "Home") and three additional parcels of undeveloped land on Sampson Rock Road.

The trial court's Memorandum, issued after the trial on January 26, 2023, is set forth below in its entirety:

> **MEMORANDUM OF THE COURT**
>
> This action was initiated on September 21st, 2020 when Plaintiff, Linda Twigg, filed a Complaint for Absolute Divorce naming Allen Twigg as the Defendant. This matter came before the Court for a hearing on the merits on May 3rd, 2021; Plaintiff and Defendant were both present with counsel. The primary issue between the parties is the division of marital property pursuant to their divorce. The Court entered an Order granting an Absolute Divorce on the grounds of mutual consent on May 4th, 2021, reserving on the issue of property.
>
> **1. Factual Background**
>
> Plaintiff and Defendant were married on November 26th, 1988. At issue between the parties primarily revolves around real property located on Sampson Rock Road along with various items of personal property. Plaintiff is requesting that this Court order all the marital property of the parties be sold and that the proceed from that sale be divided equally among the parties. Conversely, Defendant is asking the Court for a division of the marital property that would not include the sale of the real property at stake.
>
> As noted, the parties were married in, 1988 and purchased property on Sampson Rock Road in 1990 and built on that location. Both parties resided there until the Plaintiff moved out of the home in February of 2020. During the course of the marriage, the properties on Sampson Rock Road were deeded in the name of both parties.
>
> The marriage itself quickly deteriorated to the point of grant animosity between husband and wife. Through testimony it was offered that the Defendant was an excessive drinker and was verbally abusive towards her. Defendant offered evidence regarding the Plaintiffs infidelity and argumentative behavior during the marriage. Regardless, it is clear to the Court that the marriage had been failing for many years with each of the parties harboring disdain for the other. Furthermore, it appears that the Plaintiff's oldest son was the product of previously mentioned infidelity.
>
> The Defendant was employed by the Board of Education for the majority of the marriage while the Plaintiff maintained employment with Children's Medical Group (CMG) during a portion of the union. Plaintiff ultimately left CMG in 2012 and subsequently transferred her retirement account to LPL Financial and withdrew the funds to pay for bills and schooling before

closing the account. Parties maintained separate bank accounts during the course of the marriage although there were instances where the accounts were listed to both parties. Defendant paid for mortgage and upkeep of the residence on Sampson Rock Road and other living expenses. The residence was also refinanced on two occasions to help reduce indebtedness. Cattle were maintained at the farm that would provide food for the parties during the marriage. A Kubota tractor was also purchased during the marriage by the defendant for shared use with his daughter and son-in-law and was paid for on a 50/50 basis. After the parties separated the Plaintiff took $2000 from Defendant's checking account and a $1400 Stimulus Check in his name. Defendant paid $23,495 in property mortgage, taxes, and insurance between separation, in February 2020, and divorce, in May 2021, and $21,293.56 subsequent to the divorce.

The parties submitted as a Joint Statement of Marital and Non-Marital Property in accordance with Maryland Rule 9-207. They agreed on record that property acquired after separation is to be excluded from consideration as nonmarital, except for the value Defendant received for the trade-in of an older truck when he purchased a new truck. Furthermore, the parties stipulated as to the value of 508 Sampson Rock Road in the amount of $253,500. During trial, the parties agreed that the property at 497 Sampson Rock Road would be deemed marital, that the canner would be returned, and that the propane fire pit and the air conditioner were Plaintiffs. Defendant conceded that the dog was Plaintiffs. The parties agreed on the record that the value of Defendant's American Funds account would be as of the date of divorce. Defendant indicated in his memorandum that the assets' values were "somewhat unimportant," except for the principal residence comprised of the four parcels of real estate, the American Funds account, the retirement accounts, the cattle, the Mazda, and the interest in the Kubota. The parties dispute the value and the marital/nonmarital status of the cattle and the Kubota. Defendant solely purchased the cattle, butchered a cow each year for its meat, and at the time of separation it consisted of two cows and two calves, the value of which he testified to be $2400. The Kubota was financed in Defendant's name, but he acquired it in conjunction with his daughter (and her husband) and the loan payments were divided equally between them. The parties agreed the mountain bike and one kayak, were nonmarital, being directly traceable to non-marital sources.

II. Issue

The question before the Court is what monetary award is proper, under the circumstances of this case, where the parties are not in agreement

as to whether some of the property was marital, as to its value, and as to the equities and rights of each party.

III. Discussion

In resolving marital property disputes, the Court must follow three-step process, *Marital Property Act, Md. Code Arm, Fam Law § 8-201 et. seq.*

Step 1 – Determination of which property is marital property. *Id.* § 8-203.

Step 2 – Determination of the value of marital property, *Id*. § 8-204(a).

Step 3 – The Court may grant monetary award, *Id.* § 8-205[.]

1. Determination of Marital Property

Parties agree that the properties on Sampson Rock Road are marital.

Defendant identifies disputes over marital property involving the (1) cattle, the (2) Kubota tractor and (3) the family Dog.

(1) The Cattle

Defendant asserts that the cattle in question should not be considered marital property due to his assertion that all of the expenses associated with the cattle were paid directly from him (from purchase to upkeep). The Court is not persuaded on the defendant's reliance on *Pleasant v. Pleasant*, 97 Md. App. 71, to support this argument. The cattle in question were clearly purchased during the course of the marriage and, accordingly, will be considered marital property.

(2) The Kubota Tractor

The Court is not persuaded that the tractor should not be deemed marital property based on testimony that the Plaintiff never used the machine nor paid any of the loan. As with the cattle, the Court is satisfied that the tractor was purchased during the course of the marriage with the Defendant owning 50% interest. The Defendants interested shall, therefore, be considered marital property.

(3) Household Dog

Defendant has stipulated the dog was property of the Plaintiff.

In addition to the items referenced by the Defendant, the Court also finds the following constitute marital property.

(1) Plaintiff's CMG/LMP retirement accounts
(2) $1800 auto insurance overpay
(3) $2000 removed from the checking account by the Plaintiff

(4) $1400 stimulus check cashed by the Plaintiff
(5) 2021 Ram Truck
(6) Zero Turn Mower
(7) Furniture/goods in the Plaintiff's house.

Since the LPL account and Plaintiff's retirement accounts were acquired before separation, they are considered marital. However, those accounts and the $1800 auto insurance overpay will not factor into the award because they were exhausted before separation. The Court finds the $2,000 in Defendant's bank account and the $1,400 Stimulus Check to be marital. The trade-in value for the truck and the 2021 Ram Truck will not be considered because no evidence was introduced as to the trade-in value, and the acquisition of the 2021 Ram Truck was post-separation. The Court will not take into consideration the value of the Zero Turn lawnmower due to limited evidence of value compared to incumbrance value. Furniture in Plaintiff house is marital because there is no indication of post-separation acquisition.

2. Determination of the Value of Marital Property

The value of the Kubota tractor is in dispute between the parties with Plaintiff asserting and value of $20,000 and Defendant's valuation of $10,000. (Joint Exhibit #2) While the Defendant is correct in his observation that little evidence was provided at trial regarding the value of the tractor, the Court is permitted to ascertain value based on the Joint Statement of Marital and Non-Marital Property in accordance with Maryland Rule 9-207. Accordingly, the Court values the tractor at $10,000. Parties stipulated that the American Funds account value is $36,032. The Court excludes the furniture at Defendant's and at Plaintiffs homes from consideration as they appear to be of similar value for award purposes. The value of the timeshare is unknown and will be determined upon its sale. All interest in the Bullet Camper is to be assigned to Defendant, because of the *de minimis* equity interest resulting from the difference between its liens and its fair market value. The Court finds the value of the Mazda to be $3,000 based on the testimony and the parties' submitted memoranda. The Court adopts $2,400 as the value of the cattle. The equity in the four parcels of land is worth $ 84,800 ($253,000 - $188,000 + $3,000 + $15,200 + $1,600).

3. Monetary Award

Under *Md. Code Ann, Fam. Law* § 8-205(b), in considering Monetary Award to adjust the equities and rights of the parties concerning the balance of marital property, the Court makes the following findings with regards to each factor:

a. Both Parties contributed monetarily and non-monetarily to the well-being of the family. Both maintained employment and cared for the children.
b. Values of the nonmarital property interest of both parties are similar.
c. The economic circumstances of each party at the time the award is to be made are such that each is able to find employment and have maintained steady employment.
d. Both parties contributed to the deterioration of the marriage.
e. The parties were married in 1988, and the divorce decree was entered in 2021, for total of 33 years.
f. Parties are of comparable ages.
g. Plaintiff and Defendant are of average health and appear to be mentally fit.
h. Both parties expended efforts in accumulating the interest in the marital property. The Court notices that with regards to the MSRPS retirement accounts, that both parties were employed and maintained separate accounts, contributing from these accounts to the family expenses.
i. Not Applicable.
j. No awards of alimony.
k. Both parties contributed to the property jointly owned. Each party contributed separately from employment to its own retirement account and MSRPS, which the court considers in order to arrive at fair monetary award or transfer of interest in property described in (a)(2) of this section.

The $1,200 stimulus check will not be considered in the award, because of lack of evidence regarding its disposition. The Court awards the Zero Turn lawnmower to Defendant. The timeshare is ordered sold, and each party shall be awarded an equal share from the sale proceeds. After careful consideration of the factors, especially § 8-205(b) (h) and (k), the Court will enter Qualified Domestic Relations Order ("QDRO") to award to Plaintiff twenty per centum (20%) of Defendant's MSRPS account provided that the Defendant waives any interest in the Plaintiff's retirement account.

Equally divisible is the following property interests:

1- Interests of which title the Court awards to Defendant, and of which half value the Court awards to Plaintiff:
The four parcels of land, $84,800,
The Cattle, $2,400,
Defendant's interest in the Kubota, $5,000,
The American Funds, $36,032.

Half the Sum: ($84,800 + $2,400 +$5,000 + $36,032)/2 = **$64,116**

2- Interests of which title the Court awards to Plaintiff, and of which half value the Court awards to Defendant:
The Mazda, $3,000; Half of which value is **$1,500**.

3- Crawford Credit

Defendant is entitled to **$22,394.28**, one half of the $44,788.56 *Crawford* credit. The presumption of gift between separated spouses was abolished, and spouse can seek contribution in those instances when married parties were not residing together and one of them, or the other, had paid disproportionate amount of the carrying costs of property. *Crawford v. Crawford*, 293 Md. 307 (1982). *Crawford* derives from the principle of contribution, that "one co-tenant who pays the mortgage, taxes, and other carrying charges of jointly owned property is entitled to contribution from the other." *Flanagan v. Flanagan*, 181 Md. App. 492 (2008); 293 Md. 307. Defendant paid the sum of $23,495 in mortgage, taxes and insurance on the property between separation and divorce and paid the amount of $21,293.56 subsequent to divorce. Thus, the Court finds Defendant owed contribution in the amount of half the $44,788.56 *Crawford* credit.

Money awarded to Plaintiff is **$64,116 - $1,500 - $22,394.28 = $40,221.72**

The above-calculated sum is lowered by **$1,700**, half the sum of the $2000 and the $1400 Stimulus Check taken by Plaintiff.

Total Money awarded to Plaintiff is **$40,221.72 - $1,700 = $38,521.72**

A separate order shall be entered.

IV. Conclusion

For the reasons contained herein, the Court hereby determines that in order to equitably divide the parties' marital property, the timeshare is ordered sold, and each party is awarded an equal share from the sale proceeds. QDRO will be entered to award Plaintiff twenty *per centum* of Defendant's MSRPS account. Plaintiff is granted monetary award in the amount of **$38,521.72** to be paid by Defendant within 60 days of the date of this memorandum.

The trial court incorporated the provisions of the Memorandum's Conclusion in the Order of Court issued on January 26, 2023.

STANDARD OF REVIEW

Our Court has "appellate jurisdiction over any reviewable judgment, decree, order or other action of a circuit court[.]" Md. Code Ann., Cts. & Jud. Proc. § 12-308. Thus we review only claims of error or abuse of discretion by the trial court.

"Ordinarily, it is a question of fact as to whether all or a portion of an asset is marital or non-marital property." *Innerbichler v. Innerbichler*, 132 Md. App. 207, 229 (2000). "The value of each item of marital property is also a question of fact." *Flanagan v. Flanagan*, 181 Md. App. 492, 521 (2008). This Court will not disturb a factual finding unless it is clearly erroneous. *Innerbichler*, 132 Md. App. at 229-30. A decision to grant a monetary award and the amount of such award is reviewed for abuse of discretion. *Richards v. Richards*, 166 Md. App. 263, 272 (2005). Any determination of a question of law made by the trial court is reviewed under a *de novo* standard of review. *Flanagan*, 181 Md. App. at 521.

Regarding the admission of evidence, "[t]he decision whether to allow or preclude the admission of evidence is generally committed to the sound discretion of the trial court." *CR-RSC Tower I, LLC v. RSC Tower I, LLC*, 429 Md. 387, 406 (2012). "We will only find an abuse of such discretion 'where no reasonable person would share the view taken by the trial judge.'" *Id.* (quoting *Consol. Waste Indus. v. Standard Equip. Co.*, 421 Md. 210, 219 (2011)).

A trial judge, however, "has no discretion to admit hearsay in the absence of a provision providing for its admissibility." *Bernadyn v. State*, 390 Md. 1, 8 (2005). Hearsay

is defined as "a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." Md. Rule 5-801. Hearsay is reviewed *de novo*. *Bernadyn*, 390 Md. at 8.

DISCUSSION

I. Issue 1. Marital Property – Appraisal

A. Background

In Joint Exhibit 2, which was admitted into evidence on the second day of trial, March 22, 2022, both parties valued the Home at $253,500. As to the three undeveloped parcels of land on Sampson Rock Road, both parties agreed in Joint Exhibit 2 that they were collectively worth $19,800 (6.02 acres at $3,000; 1.55 acres at $15,200; and 497 Sampson Rock Road at $1,600). Nevertheless, on May 1, 2022, Ms. Twigg obtained appraisals of the Home and the three undeveloped parcels of land (the "Appraisals"). The Appraisals valued the Home at $280,000 and the three undeveloped parcels collectively at $114,000.

On the third day of trial, May 9, 2022, Ms. Twigg testified that she attempted to get the Appraisals during the divorce proceedings, but that she "got a criminal charge and a protective order every time I went to the [Home]." Ms. Twigg then stated that she was ultimately able to obtain the Appraisals, and the following exchange occurred:

> [MS. TWIGG'S COUNSEL]: Did you ultimately get an appraisal of the properties?
>
> [MS. TWIGG]: Yes.
>
> [MS. TWIGG'S COUNSEL]: Your Honor, may we approach?

[BY THE COURT]: Yes.

(BEGIN BENCH CONFERENCE)

[MS. TWIGG'S COUNSEL]: I just thought I would bring this to the Court's attention directly, Your Honor. I have appraisals that were completed of the four properties, for the properties, the main property and then some, three adjoining properties that my client retained an appraiser to do last week and she provided me with these today. They are dated May 1st. It would be our position that it was, that the Plaintiff, she is the Plaintiff, was actively prevented from getting appraisals by the Defendant, who would not allow her to come on the property, and so I realized these were not produced in discovery, but we would be offering them for evidence.

[MR. TWIGG'S COUNSEL]: This matter has been pending since the parties separated in February of 2020. Questions were asked with respect to experts. She has been represented by counsel up until the time of the divorce, after the divorce. At any time during that period had there been issues, first of all, testimony regarding the value of the house is all heard. Leaving that aside, if there were issues, requests for entry onto the property could have been filed. There are a multitude of ways that she could have gotten on the property, not that I buy anything that she is saying, but if the appraisal was to have been done, it could have been achieved under the rules.

This trial started in February. We are now two months plus after the trial started. To come up with appraisals from a week ago, whatever, is subject to objection. I would object. This individual is not designated as an expert, two, is not produced in response to discovery, three, comes after the trial has started. I have had no opportunity to look at these, I have no opportunity to do anything and I don't know what they say. I think it is totally inappropriate, and moreover, hearsay.

* * *

[BY THE COURT]: Response?

[MS. TWIGG'S COUNSEL]: Just very briefly, Your Honor. In terms of her testimony as to why she couldn't go on the property, I think Mr., I think Mr. Twigg testified to the same thing, that he filed criminal charges against her, that he filed a protective order against her, so I don't know that that testimony is unbelievable. You will just have to review the transcript for that.

> We simply believe that in the interest of fairness concerning her access to the property, that it was limited and that the Court should consider these documents.
>
> [BY THE COURT]: Okay. I think it is a little late in the game for them. I am not going to permit those to be entered.
>
> [MS. TWIGG'S COUNSEL]: For the record, Your Honor, I would like to mark these as exhibits.
>
> [BY THE COURT]: Okay.
>
> [MS. TWIGG'S COUNSEL]: To go in the file, understanding they are not admitted.
>
> [BY THE COURT]: Understood.
>
> [MS. TWIGG'S COUNSEL]: Thank you, Your Honor.
>
> [MR. TWIGG'S COUNSEL]: And my objection goes to the discovery aspect, and also with that, hearsay.
>
> [BY THE COURT]: Okay. Sustained.
>
> [MR. TWIGG'S COUNSEL]: Thank you.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when it denied the admission of Ms. Twigg's Appraisals into evidence."

C. Arguments of the Parties

In her opening brief, Ms. Twigg's argument on this issue is, in its entirety, as follows:

> Appellee Mr. Allan Twigg only submitted a tax assessment on the home of $162,800.00 as well as the additional property valued @ [sic] $18,200.00

> (property already [] for, a total of $191,000.00 owed on the marital home, at the time of this so called divorce on 5-3-21. After being told by previous attorney Robert Alderson that "I DID NOT HAVE A SETTLEMENT" leading to the investigating grievance (see pages 64-100)[.] I located an appraisal from 10-3-19 for $253,500.00 just for the marital home. After investigating & attempting to get several appraisals after this so called divorce hearing on 5-3-21 (see page 1)[.] I noticed another piece of property deeded in my name also. Finally, after several attempts to obtain an appraisal since both attorneys (Wilkinson & Rozas) told me not to go on the property (See page 13)[.] I finally obtained an appraisal through GTA – Gary Kroll (pd [sic] $1,800.00 for appraisal) (See pages 38-42) on 5-3-22, marital home appraised for $280,000.00 & the 4 parcels of property valued at $114,000.00 – for a total of $394,000.00 – $191,000.00 in debtness [sic] with a difference of $203,000.00. However the court – Judge Michael Twigg would not allow the appraisal to be submitted into court on our last hearing – stating it was inappropriate & moreover hearsay (See pages 12) & that we were already divorced on 5-3-21 and no further documents were able to be submitted at this property hearing – not even an appraisal for this [] hearing on property we purchased together because Mr. Twigg stated he made all payment out of BB&T account for property and not from our Chessie Credit Union Acct [sic] (See pages 310-311-314-316-319)[.][1]

Ms. Twigg appears to argue that the trial court erred by not allowing her to introduce the Appraisals into evidence. As a result, according to Ms. Twigg, the court undervalued the Home by $26,500 ($280,000 - $253,500) and the undeveloped parcels by $94,200 ($114,000 - $19,800). Mr. Twigg responds that the parties stipulated, in Joint Exhibit 2, that the value of the Home was $253,500 and the value of the undeveloped parcels was $19,800. Furthermore, Mr. Twigg contends that the court did not err by excluding the Appraisals because they were not produced during discovery and were hearsay.

[1] The pages referenced in Ms. Twigg's opening brief appear to refer to the attachments to an earlier brief filed on June 27, 2023. On August 29, 2023, this Court struck that brief and its attachments.

D. Analysis

As stated by Mr. Twigg in his brief, and confirmed by our review of the transcript, the parties stipulated to the value of the Home and undeveloped parcels in Joint Exhibit 2. Such stipulation was entered into evidence on March 22, 2022, without objection from Ms. Twigg. Moreover, the Appraisals were hearsay because they were offered into evidence without the testimony of the authoring expert. *See Bernadyn*, 390 Md. at 9. Thus the trial judge had no discretion to admit the Appraisals into evidence. *Id.* at 8. Accordingly, the trial court did not err by excluding Ms. Twigg's Appraisals.

II. Issue 2: Infidelity and Issue 3: [Ms. Twigg's] oldest son

A. Background

Regarding the issues of infidelity and the parties' oldest "son," the trial court stated in its Memorandum: "[Mr. Twigg] offered evidence regarding [Ms. Twigg's] infidelity and argumentative behavior during the marriage. . . Furthermore, it appears that [Ms. Twigg's] oldest son was the product of previously mentioned infidelity."

B. Restatement of Ms. Twigg's Issues

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issues can be expressed as one issue: "Whether the trial judge erred by stating that (1) Mr. Twigg offered evidence of Ms. Twigg's infidelity, and (2) it appears that Ms. Twigg's oldest 'son' was the product of such infidelity."

C. Arguments of the Parties

Ms. Twigg first argues that there was no evidence of her infidelity and that Mr.

Twigg's testimony about her infidelity was never documented. Ms. Twigg then claims that the trial judge erred when he wrote that her eldest "son" was the product of her infidelity.[2] Mr. Twigg counters that there was evidence of Ms. Twigg's infidelity in his own testimony and a text message, entered into evidence as Defendant's Exhibit 9, from Ms. Twigg admitting to the infidelity.

D. Analysis

The trial court's statement that the parties' eldest child is a "son" was clearly erroneous, because the evidence shows that the couple's oldest child is a daughter. Although such statement was error, this Court will not reverse a lower court for harmless error. *Harris v. David S. Harris, P.A.*, 310 Md. 310, 319 (1987). "'To justify reversal two things are essential. There must be error and there must be injury; and unless it is perceived that the error causes the injury there can be no reversal merely because there is error.'" *Id.* (quoting *Joseph Bros. Co. v. Schonthal*, 99 Md. 382, 400, (1904)). An injury occurs when the error "influenced the outcome of the case." *Id.* In this case, the court's statement that the oldest child was a son did not affect the outcome of this case. Therefore, it was harmless error.

The trial court found that Mr. Twigg offered evidence of Ms. Twigg's infidelity.

[2] In her reply brief, Ms. Twigg claims that the trial court's statements about her alleged infidelity constitute "slander" and "defamation of character." She is wrong. Central to a claim of defamation is the publication of a false statement about another person. *See* MPJI – Cv12:1. Because we determine *infra* that the trial court's statements about Ms. Twigg's alleged infidelity were not clearly erroneous, there can be no defamation. More importantly, there is an absolute privilege for statements made in the context of judicial proceedings. *Norman v. Borison*, 418 Md. 630, 650 (2011).

Such finding was not clearly erroneous. Mr. Twigg testified that Ms. Twigg "told [him] on numerous occasions that [], that our daughter essentially was not my child." He also introduced Defendant's Exhibit 9, which was a text message from Ms. Twigg stating that she had been having an affair with "Brian" "for 32 years." In addition, the court did not find that the parties' eldest "son" was the product of such infidelity. The court wrote that "it appear[ed]" that such infidelity produced the eldest child. In light of Mr. Twigg's testimony and the text message, the court's statement was not clearly erroneous.

III. Issue 4: CMG retirement

A. Background

In its Memorandum, the trial court stated:

> [Mr. Twigg] was employed by the Board of Education for the majority of the marriage while [Ms. Twigg] maintained employment with Children's Medical Group (CMG) during a portion of the union. [Ms. Twigg] ultimately left CMG in 2012 and subsequently transferred her retirement account to LPL Financial and withdrew the funds to pay for bills and schooling before closing the account.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred by failing to find that Mr. Twigg knew that Ms. Twigg removed the CMG retirement money from LPL Financial."

C. Argument

In her opening brief, Ms. Twigg's argument on this issue, in its entirety, is as follows:

> Page 2 of court order – Mr. Twigg denied knowing of me removing the CMG retirement from LPL financial (Mike Davis – the father of Mr. Twiggs best friend) See proof of retirement money spent on pages 176-219. I was unable to show in court because that court stated we are already divorced – even though I never signed for a divorce and Allan Twigg's name is spelled incorrectly in my divorce decree.
>
> In her reply brief, Ms. Twigg states in relevant part:
>
> Courts [sic] finding was clearly accurate that I removed the CMG retirement funds but Mr. Twigg was 100% aware. We went to our accountant Michael Davis (his best friend Brian Davis father) and made a marital decision as to how we were going to survive while I got through college. Again[,] Allan controlled the finances for 32 yrs [sic]. . . .

D. Analysis

Ms. Twigg admits that the trial court was correct in finding that she removed the CMG retirement funds and used them for "bills and schooling." The trial court did not make a finding as to whether Mr. Twigg knew that Ms. Twigg withdrew the CMG funds, and Ms. Twigg makes no argument that the court should have done so. Ms. Twigg has failed to assert an error by the trial court, and thus we have nothing to review.

IV. Issue 5: [Mr. Twigg] paid mor[t]gage payments through BB&T not Chessie Credit Union

A. Background

In its Memorandum, the trial court found: "Parties maintained separate bank accounts during the course of the marriage although there were instances where the accounts were listed to both parties. [Mr. Twigg] paid for mortgage and upkeep of the residence on Sampson Rock Road and other living expenses."

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred by finding that Mr. Twigg made all of the mortgage payments."

C. Argument

In her opening brief, Ms. Twigg sets forth the following argument on this issue, in its entirety:

> Page 2 of court order – the discussion of morgage [sic] payments & how they were paid became an issue throughout this case. Mr. Twigg stated all morgage [sic] payments were made by him out of the BB&T account when there were multiple times the morgage [sic] payment was paid out of the joint Chessie Credit Union Account – unable to produce these records in court because we were/are already divorced. However, Mr. Twigg was able to produce bank statements of how much he spent during our separation on morgage [sic], taxes ect. After our so called divorced (see pages 232 to 259)[.]

In her reply brief, Ms. Twigg states in relevant part:

> Mr. Twigg stated all morgage [sic] payments were made by him out of the BB&T account when there were many, many, many times the morgage [sic] payment was made out of the Chessie Acct [sic] (pages 220-259) (pages 310-311-314-316-319).[3] Unable to produce pages of "evidence" because we were already divorced(?). . . .

D. Analysis

Ms. Twigg appears to argue that the trial court erred by finding that Mr. Twigg made all of the mortgage payments. Specifically, Ms. Twigg complains about Mr. Twigg's testimony that he made all of the mortgage payments from the BB&T account when,

[3] Ms. Twigg again appears to be citing to the attachments to her June 27, 2023 brief. *See* footnote 1, *supra*.

according to her, many mortgage payments were made out of the joint Chessie Credit Union Account. At the trial, Mr. Twigg testified that all mortgage payments were made with his own funds and that Ms. Twigg did not make any such payments. Ms. Twigg testified that some mortgage payments were made from the Chessie account.

Under Maryland Rule 8-131(c) an appellate court "will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." The trial court as the factfinder is "entitled to accept—or reject—all, part, or none of the testimony of any witness, whether that testimony was or was not contradicted or corroborated by any other evidence." *Omayaka v. Omayaka*, 417 Md. 643, 659 (2011). The trial court's acceptance of Mr. Twigg's testimony was not clearly erroneous.

V. Issue 6: [Ms. Twigg] took $2,000 from [Mr. Twigg's] checking acct

A. Background

In its Memorandum, the trial court found that (1) Ms. Twigg removed $2,000 from Mr. Twigg's checking account after the parties had separated, and (2) the $2,000 was marital property. In determining the monetary award for Ms. Twigg, the court lowered the amount of the award by one-half of the $2,000 taken by her.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when awarding Mr. Twigg half of the $2,000 that Ms. Twigg removed from his bank account."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> Page 2 of court order – see evidence of both names on checking account on 7-1-2020 and we were still married – And was told by Attorney Rebecca Leichlieter to remove the funds because it was marital property (See pages 264 & 268)[.]

D. Analysis

Ms. Twigg does not deny that she took $2,000 from Mr. Twigg's checking account after the separation. Nor does she assert that those funds were not marital property. "The determination of what property is marital and what is nonmartial is important only in the context of the court's ability to grant monetary award 'as an adjustment of the equities and rights of the parties concerning marital property.'" *Noffsinger v. Noffsinger*, 95 Md. App. 265, 282 (1993) (quoting *Melrod v. Melrod*, 83 Md. App. 180, 185(1990)). In this case, the court found that the funds taken by Ms. Twigg were marital property and adjusted Ms. Twigg's monetary award to reflect Mr. Twigg's fifty percent interest in the funds. We have difficulty ascertaining what error, if any, Ms. Twigg claims was made by the trial court. Consequently, there is nothing for us to review.

VI. Issue 7: Cattle

A. Background

In its Memorandum, the trial court rejected Mr. Twigg's argument that the cattle were nonmartial property, finding that "[t]he cattle in question were clearly purchased during the course of the marriage and, accordingly, will be considered marital property." The court also found that Mr. Twigg "solely purchased the cattle. . . the value of which he

testified to be $2,400." The court then accepted the figure of $2,400 as the value of the cattle.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred in determining the value of the cattle."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> Page 3 of court order – Defendant SOLELY purchased cattle throughout our marriage – where is the evidence of what the cows are even worth? See pages of bank statements where I had purchased cow feed over the years – was unable to produce because the court stated we were already divorced & no more documents could be produced (See pages 281 to 292)[.]

In her reply brief, Ms. Twigg states:

> Per [Mr. Twigg's counsel] "Appelle[e] confirmed ("HEARSAY") that appellant had no involvement with the purchase of the cattle or farming.["] The final analysis is that I went to the stockyard with Mr. Twigg to purchase/sell cattle, I bought corn feed (see pages 281-292)[,] I pulled 50lb bags of feed out of my car[,] & tossed it over my shoulder & carried them to the shed, I watered the cows several times a day, I prepared meals with the cow meat, I went to EJ's taxidermy & meat processing, LLC with Mr. Twigg when we took the cows to slaughter and to pick out meat cuts – the court accepted the opinion of the Appellee "HEARSAY" where is the evidence I did not take care of the farming – where is the evidence of what the cattle were even worth? I am sure all of us know that cattle is not cheap – In all honesty the cattle was probably closer to $10,500.00 because we actually had more than 4 cows when I left in Feb 2020 (see attached – page[] 62)[.][4]

D. Analysis

[4] Ms. Twigg attaches to her reply brief a photo from 2019 showing more than four cows on their property as evidence that Mr. Twigg owned more cows than the court considered. *(Continued)*

Ms. Twigg claims that she took care of the cattle, but the trial court made no finding as to who cared for the cattle. The court found that the cattle were marital property. Ms. Twigg does not dispute that finding. As for the value of the cattle, Mr. Twigg testified that the cattle were worth $2,400, whereas Ms. Twigg's testimony valued the cattle at $10,500. The court based its valuation of the cattle on Mr. Twigg's testimony. "It is neither our duty nor our role to assess the credibility of the witnesses who testified nor to weigh the evidence presented." *State v. Albrecht*, 336 Md. 475, 487 (1994). The trial court thus was entitled to accept the testimony of Mr. Twigg as to the value of the cattle and reject Ms. Twigg's testimony regarding the same.

Nevertheless, Ms. Twigg argues that Mr. Twigg's testimony about the value of the cattle was hearsay. Assuming such issue was preserved at the trial, Mr. Twigg's testimony was not hearsay, because "[a]n owner of property is presumed to be qualified to testify as to his [or her] opinion of the value of the property he [or she] owns." *Colonial Pipeline Co. v. Gimbel*, 52 Md. App. 32, 44 (1983). Based on the record, we conclude that the trial court's valuation of the cattle was not clearly erroneous.

VII. Issue 8: Kubota Tractor

A. Background

In its Memorandum, the trial court found that the Kubota tractor was purchased

"[A] party may not supplement the record with documents that are not part of the record." *Colao v. Cnty. Council of Prince George's Cnty.*, 109 Md. App. 431, 469 (1996), *aff'd*, 346 Md. 342 (1997). This photo was not admitted into evidence, and therefore, we cannot consider it in our analysis.

during the course of the marriage with Mr. Twigg owning a fifty percent martial interest.

As to the valuation of the tractor, the court stated:

> The value of the Kubota tractor is in dispute between the parties with [Ms. Twigg] asserting [a] value of $20,000 and [Mr. Twigg's] valuation of $10,000. (Joint Exhibit #2) While [Mr. Twigg] is correct in his observation that little evidence was provided at trial regarding the value of the tractor, the Court is permitted to ascertain value based on the Joint Statement of Marital and Non-Marital Property in accordance with Maryland Rule 9-207. Accordingly, the Court values the tractor at $10,000.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when determining the value of the Kubota tractor."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> See pages 3 & 4 of court order – tractor was financed in Mr. Twiggs name – WE WERE MARRIED! See tractor value as of 2-14-23 – Stated loan payments were divided equally between Mr. Twigg & daughter (the daughter he now says IS NOT HIS)[.]

In her reply brief, Ms. Twigg's entire argument is as follows:

> The tractor was acquired jointly with Appellee and Appellants daughter (marital property)(we spilt the cost to share the Kubota – now with the daughter he states "is no longer his") our half was spent with marital funds! Appellee testified the value of the tractor was $10,000.00[.] "HEARSAY" See evidence pages 293 to 298 from Cumberland Outdoor power estimate of $17,000.00 (see page 63) "EVIDENCE" was unable to produce!![5]

[5] Ms. Twigg attaches to her reply brief an email, included in her appendix, regarding the value of the Kubota. In this email an individual offers to buy the Kubota for $17,000. However, this email was not admitted into evidence at trial and thus was not part of the record. As stated earlier, a party cannot supplement the record with evidence that was not admitted at trial. *See Colao*, 109 Md. App. at 469. Therefore, we cannot consider this email in our analysis.

D. Analysis

The parties disagreed over the value of the Kubota, with Ms. Twigg valuing the tractor at $20,000 and Mr. Twigg valuing it at $10,000. Again, Ms. Twigg argues that Mr. Twigg's testimony was hearsay, but as stated above, an owner of property can testify to its value. *See Colonial Pipeline Co.*, 52 Md. App. at 44. The parties agreed that they had only a fifty percent martial interest in the Kubota because their daughter and son-in-law owned the other fifty percent. The trial court accepted Mr. Twigg's valuation of the Kubota at $10,000, and thus the marital interest was $5,000. Because the court was entitled to accept Mr. Twigg's valuation, there is no basis for error.

VIII. Issue 9: Furniture in [Mr. and Ms. Twigg's] home[s]

A. Background

In its Memorandum, the trial court stated: "The Court excludes the furniture at [Mr. Twigg]'s and [Ms. Twigg]'s homes from consideration as they appear to be of similar value for award purposes."

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when determining that the furniture in the parties' respective homes was of similar value."

C. Argument

In her opening brief, Ms. Twigg's argument, in its entirety, is as follows:

> See page 5 of court order – The court excludes the furniture at defendant[']s and at plantiffs [sic] homes from consideration as they appear to be similar

> in value – Defendant is living in a 4 bedroom – 3 bath home. Plantiff [sic] lives in a 2 bedroom apartment and other than the few items given to me by my mother that I took – the rest of the furniture was used & given to me by my landlord & Mr. Twigg has never stepped foot in my apartment – so how would anyone even know what's similar[.]
>
> In her reply brief, Ms. Twigg's entire argument is as follows:
>
> The judge excluded the furniture at defdants [sic] (our home) and at plantiffs [sic] 2 bedroom apartment (see pages 64-65) from consideration as they appear to be similar in value – Defendant is living in our 4 bedroom – 3 bath homes & plantiff [sic] is living in a 2 bedroom apartment and other than the few items given to me by my mother as gifts that I brought with my daughter & I when we moved out, the rest of the furniture was used & given to me by our landlord and Mr. Twigg has never stepped foot in my apartment – so where is the "[e]vidence of similar in value[.]" "HEARSAY"

D. Analysis

Ms. Twigg appears to argue that the trial court did not have evidence to support its finding that the marital property furniture in the parties' respective homes was of similar value. In Joint Exhibit 2, Mr. Twigg listed marital property furniture with a total value of $2,600 while Ms. Twigg listed such property with a total value of $3,025. It was not clearly erroneous for the court to rely on Joint Exhibit 2 when determining that the furniture in the parties' respective homes was marital property and similar in value.

IX. Issue 10: Timeshare

A. Background

In Joint Exhibit 2, the parties agreed that the timeshare was marital property. In its Memorandum, the trial court found that "[t]he value of the timeshare is unknown and will be determined upon its sale." In its Order of Court, the court ordered "that the timeshare is [sic] sold, and that each party is awarded an equal share of the sale proceeds[.]"

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred by failing to determine the value of the timeshare."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> See page 5 of court order – unknown & will be determined upon its sale – see page 307 for proof of sale.

In her reply brief, Ms. Twigg's entire argument is as follows:

> We did not agree that there was "No EVIDENCE" because there was and is "EVIDENCE" as to what they [sic] timeshare [is] valued at. Unable to submit – stated we were already divorced (see pages 307)[.]

D. Analysis

Although Ms. Twigg states that there is evidence regarding the value of the timeshare, she fails to point to the existence of such evidence in the record as required under Maryland Rule 8-501(c). Ms. Twigg will receive half of the value of the timeshare once it is sold. Accordingly, we hold that the trial court did not err when it found that the value of the timeshare was unknown prior to its sale.

X. Issue 11: Bullet Camper

A. Background

In its Memorandum, the trial court stated: "All interest in the Bullet Camper is to be assigned to [Mr. Twigg], because of the *de minimis* equity interest resulting from the difference between its liens and its fair market value."

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when determining the value of the Bullet Camper."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> See page 5 of court order & given to defendant because of de minimus [sic] equity – see bill of sale on pages 308-309[.]

In her reply brief, Ms. Twigg states, in relevant part:

> Per [Mr. Twigg's counsel] "she had placed no value on exhibit 2 for a value[.]" [A]gain I had and have "evidence" (see page[] 66) of the value of the camper – but again unable to submit due to already being divorced & no further documents able to be offered. . .

D. Analysis

In Joint Exhibit 2, Ms. Twigg asserted that the camper had encumbrances of $22,000. Ms. Twigg, however, did not provide a value for the camper, while Mr. Twigg asserted that the value of the camper was $19,000. In her testimony, Ms. Twigg stated as to the value of the camper: "I'm thinking about $28,000, but. . ." In her brief, Ms. Twigg references a bill of sale for the camper as evidence of its value, but such bill of sale was not admitted into evidence at trial. The court was entitled to rely on Joint Exhibit 2 to determine the value of the camper. *See Beck v. Beck*, 112 Md. App. 197, 205, 207-08 (1996). Thus the court's valuation was not clearly erroneous.

XI. Issue 12: Crawford Credits

A. Background

In its Memorandum, the trial court wrote:

> [Mr. Twigg] is entitled to **$22,394.28**, one half of the $44,788.56 *Crawford* credit. . . . *Crawford* derives from the principle of contribution, that "one co-tenant who pays the mortgage, taxes, and other carrying charges of jointly owned property is entitled to contribution from the other." *Flanagan v. Flanagan*, 181 Md. App. 492 (2008); 293 Md. 307. [Mr. Twigg] paid the sum of $23,495 in mortgage, taxes and insurance on the property between separation and divorce and paid the amount of $21,293.56 subsequent to divorce. Thus, the Court finds [Mr. Twigg] [is] owed a contribution in the amount of half the $44,788.56 *Crawford* credit. (Emphasis in original).

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred when it awarded Mr. Twigg Crawford Credits."

C. Arguments of the Parties

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> See page 7 of court order – defendant is "ENTITLED to $22,394.28." One half of the $44,788.56 for morgage [sic] payments, taxes etc. I was not even able to go onto the property – I was locked out of the home/camper. I was presented with protective orders and criminal charges when I went on the property for the past 3 ½ yrs [sic] and now expected to pay him. How was I to pay my rent, utilities etc[.] if I was excepted to pay for a home that I had been locked out of.

In her reply brief, Ms. Twigg writes, in relevant part:

> Defendant "ENTITLED" to $22,394.28 one half of the $44,788 for morgage [sic] payments, taxes etc. when I was locked out of the home/camper forbidden to go on the property per [counsel] – I did voluntarily leave Mr. Twigg b/c [sic] I was living with an abusive alcoholic, narcissist that was controlling & manipulating me for 32 yrs [sic]. . . . When I went on the property I ended up with protective & criminal charges which were all dropped in Garrett County.

Ms. Twigg appears to argue that the trial court erred when granting Mr. Twigg Crawford Credits because she was locked out of the Home. Mr. Twigg responds that Ms.

Twigg was not ousted from the Home because she left voluntarily in February 2020 and returned to the Home at least three times to remove property. According to Mr. Twigg, Ms. Twigg damaged the Home when she returned by breaking widows, kicking in doors, and removing property belonging to Mr. Twigg. Mr. Twigg admits that he did "secure" the Home after it was damaged by Ms. Twigg, but did not deny Ms. Twigg access to the Home when requested.

D. Analysis

Under Maryland law, there is a presumption of gift doctrine stating "'that advancements and payments by one spouse toward the purchase-or, as here, the improvement-of property owned as tenants by the entireties are presumed to be a gift to the other spouse to the extent of the latter's interest in the property.'" *Crawford v. Crawford*, 293 Md. 307, 311 (1982) (quoting *Klavans v. Klavans*, 275 Md. 423, 431 (1975)). In *Crawford v. Crawford*, our Supreme Court held that the presumption of gift doctrine only applies when the married couple is still living together. 293 Md. at 314. Therefore, *Crawford* "permitted a spouse to seek contribution in those instances when married parties were not residing together and one of them, or the other, had paid a disproportionate amount of the carrying costs of property." *Baran v. Jaskulski*, 114 Md. App. 322, 328 (1997). The paying spouse, however, is not entitled to Crawford Credits if they "oust" the non-paying spouse. *See Spessard v. Spessard*, 64 Md. App. 83, 88 (1985). Ousting is defined as "'[a] notorious and unequivocal act by which one cotenant deprives

another of the right to the common and equal possession and enjoyment of the property.'" *Id.* at 89 (quoting *Young v. Young*, 37 Md. App. 211 (1977)).

The trial court did not err when granting Mr. Twigg Crawford Credits. There was ample evidence to support a finding that Ms. Twigg was not ousted from the Home. Mr. Twigg's actions to secure the Home were in response to Ms. Twigg's damage to the Home and was not to deprive Ms. Twigg of the "right to the common and equal possession and enjoyment of the property." *See id.*

XII. Issue 13: Mazda 2014 Car

A. Background

In Joint Exhibit 2, the parties stipulated that the 2014 Mazda car was marital property titled in Ms. Twigg's name alone. Mr. Twigg asserted that the value of the Mazda was $4,000, while Ms. Twigg placed the value at $2,000. At trial, however, Ms. Twigg testified that the value of the Mazda was $3,000. In its Memorandum, the trial court found the value of the Mazda to be $3,000, and then credited one-half of such value ($1,500) to Mr. Twigg in the calculation of the monetary award for Ms. Twigg.

B. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the trial court erred by finding that the 2014 Mazda was marital property with a value of $3,000, and awarding Mr. Twigg one-half of such value."

C. Argument

Ms. Twigg's argument on this issue in her opening brief is, in its entirety, as follows:

> See page 7 of court order – court awards half value to defendant – This car is the only thing I have left over a 32 year marriage & Judge Twigg awards him half value of a car that wasn't even in commission at the time of the judgment order. While he is on his 2nd BRAND NEW TRUCK SINCE I LEFT ON 2-21-2020. The car is TITLED IN MY NAME – see page 325[.]

In her reply brief, Ms. Twigg states, in relevant part:

> The parties "DID NOT" agree the Mazda was marital property. This car is titled in my name only and the 9 year old car has been inoperable for months and Judge Twigg awards ½ of the $3,000.00 that its not even worth now to Mr. Twigg – yet Mr. Twigg is on his 2nd brand new truck since I left in 2020. . . .

D. Analysis

Ms. Twigg contends that the parties did not agree that the Mazda was marital property, that the Mazda was not worth $3,000 because it was inoperable, and that the award of $1,500 to Mr. Twigg was unfair because he was on his second brand new truck. We disagree.

Under the Md. Code Ann., Fam. Law § 8-201(e)(1), "[m]arital property is defined as 'property, however titled, acquired by 1 or both parties during the marriage.'" *Flanagan*, 181 Md. App. at 518. Although the Mazda was titled in Ms. Twigg's name alone, it was bought during the marriage. "When attempting to demonstrate that property acquired during the marriage is nonmartial, the party with this burden must directly trace the property to a nonmarital source." *Noffsinger*, 95 Md. App. at 282. Not only does Ms. Twigg fail to point to any evidence in the record to show that the Mazda was purchased with nonmarital funds, she affirmatively agreed in Joint Exhibit 2 that the Mazda was marital

property. Therefore, the court did not err when it found that the Mazda was marital property.

The trial court valued the Mazda at $3,000 and awarded one-half of the value, $1,500, to Mr. Twigg. Although Ms. Twigg argues that the court erred in its valuation, she actually testified that the value of the Mazda was $3,000. Thus the court did not err when it relied on the testimony of Ms. Twigg to determine the value of the Mazda. Finally, a trial court may grant a monetary award "as an adjustment of the equities and rights of the parties concerning marital property." Md. Code Ann., Fam. Law § 8-205(a)(1). Here, the court adjusted the rights of the parties in the Mazda by awarding Mr. Twigg one-half of its value. We see no abuse of discretion in that decision.

XIII. Issue 14: In addition to the judg[]ment order I will also present additional information that wasn't questioned

A. Restatement of Ms. Twigg's Issue

From a consideration of Ms. Twigg's argument, we believe that Ms. Twigg's issue is: "Whether the additional information provided by Ms. Twigg will affect the trial court's judgment."

B. Argument

In her opening brief, Ms. Twigg sets forth, as her last issue, the following:

> In addition to the judg[]ment order I will also present additional information that wasn't questioned[:]
> - Mr. Twigg worked for multiple companies over the past 32 years including work for the family of JC Duncan/Shaw (Mr. Aldersons previous partner) with only one receipt shown for tax purposes
> - Documents that were produced after divorce & admitted in court – pages 334 to 345

- Court date 8-23-21 – See notes from court hearing pages 350 & 351 with orphan judge Ed Crossland (mediator)
- Attorney bills/fees 359 to 382
- Attorneys contacted after I filed a grievance with Mr. Alderson (pages 383 to 396)
- Proof of carpet cleaning in our home – pages 397 to 405
- Court notes from Allan's testimony on 5-9-22 that weren't in transcriptions (pages 406-413)
- Day care pages 441 to 444 – expenses – Allan stated his grandmother watched our 3 daughters @ [sic] no expense
- Retirement – Mr. Alderson was working on prior to the grievance – see pages 445 to 465
- Judge Twigg denied my request for continuance because I had no conusel [sic] due to my grievance against Mr. Robert Alderson – see pages 352 to 350
- Dishonorable Discharge – pages 414 to 420
- Forged taxes – pages 421 to 429
- Business A & L paint works – failure – repayment page 430-438

C. Analysis

Ms. Twigg does not assert any error by the trial court. Therefore, there is no issue for this court to address.

A FINAL NOTE

In many of Ms. Twigg's claims, she complains about the inaccuracy or untruthfulness of Mr. Twigg's testimony and the statements or actions of nonparties. She also cites to hundreds of pages of "evidence" that are not part of the record before the trial court. An appeal is not a continuation of the trial, nor is it a new trial. We review only the rulings of the trial judge, not statements or actions of individuals that are independent of such rulings. *See* Md. Code Ann., Cts. & Jud. Proc. § 12-308. Our review is confined to the record before the trial court; in other words, we cannot consider any matter that has not

been first presented to the trial judge as a part of the trial court proceeding. *See Colao*, 100 Md. App. at 469.

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