

Circuit Court for Prince George's County
Case No. CAD12-27902

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 0102

September Term, 2018

JEAN ROBERT DOLET

v.

PEGGY ANN MARTIN

Fader, C.J.,
Wright,
Leahy,

JJ.

Opinion by Fader, C.J.

Filed: April 12, 2019

* This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

We are asked to determine whether the Circuit Court for Prince George's County erred by holding the appellant, Jean Robert Dolet, in civil contempt for failing to deed the property located at 1709 Peachtree Lane, Bowie, Maryland 20721 to the appellee, Peggy Ann Martin, in accordance with their divorce agreement. Because the order of contempt did not specify a sanction or contain a purge provision, we reverse.

BACKGROUND

This case is but one front in an ongoing dispute between Mr. Dolet and Ms. Martin over the disposition of Peachtree Lane property, which the parties purchased while they were married. In March 2013, the Circuit Court for Prince George's County granted the couple a Judgment of Absolute Divorce in a decree that incorporates, but does not merge, the terms and conditions of the parties' divorce agreement. With respect to the Peachtree Lane property, the agreement states:

The parties own as tenants by the entirety, in fee simple, the real property located at 1709 Peachtree Lane Bowie, Maryland 20721. Said property is subject to a lien of a mortgage. The parties agree that Husband shall have sole ownership of the Husband's home after the execution of this Agreement. Husband shall be solely responsible for all principal, interest, insurance and tax payments related to Husband's home, without any contribution from Wife. If Husband sells Husband's Home, Husband shall share any proceeds from the sale of the property 50/50 with Wife. Upon vacating the Husband's Home, Husband hereby agree [sic] to deed the Home to the Wife in Fee Simple.

In August 2013, Mr. Dolet vacated the property without deeding the home to Ms. Martin. Since 2016, the parties have been engaged in what has become a three-front war over (1) which party is obligated to pay the mortgage, insurance, and tax obligations on the property, (2) whether Mr. Dolet was obligated to deed the property to Ms. Martin in the

absence of any agreement by her to assume those obligations, and (3) who now owns the property and any equity that exists in it.

First, in June 2016, Mr. Dolet filed an action in the Circuit Court for Prince George’s County, CAE-16-24745 (the “Partition Action”), in which he sought: (1) a declaratory judgment that Ms. Martin was responsible for the mortgage and expenses of the Peachtree Lane property, that she must refinance the mortgage only in her name, and that Mr. Dolet maintains the right to sell the property; and (2) a sale in lieu of partition of the property. He alleged in the complaint that he had vacated the property only after coming to an agreement with Ms. Martin that she would assume the mortgage and other obligations and would refinance the mortgage into her own name, but that she had failed to do so. Ms. Martin failed to respond timely to the complaint and Judge Herman C. Dawson entered an order of default. In March 2017, pursuant to the default, Judge Dawson appointed a trustee to sell the Peachtree Lane property. The court subsequently denied Ms. Martin’s motion for reconsideration of that decision, which we affirmed earlier this year. *Martin v. Dolet*, No. 1218, Sept. Term 2017, 2019 WL 449829 (Feb. 5, 2019). Our decision did not decide the underlying merits of the parties’ dispute, but was limited to rejecting Ms. Martin’s contention that the court abused its discretion in declining to revise its order to sell based on a jurisdictional mistake or irregularity. *Martin*, 2019 WL 449829 at *6 n.9.

Second, on May 24, 2017, having defaulted in the Partition Action, Ms. Martin opened another front by filing a “Motion for Modification and/or Contempt” in this case, which we shall refer to as the Divorce Action. In that filing, Ms. Martin alleged that Mr.

Dolet was in contempt of the divorce decree for failing to deed the Peachtree Lane property to her upon vacating it. As relief, Ms. Martin requested, among other things, that the court stay the sale that was proceeding in the Partition Action, deed the property to her, and require Mr. Dolet to reimburse her for amounts she had previously paid toward the mortgage, insurance, and taxes on the property. The court's resolution of that motion, which is the subject of this appeal, is discussed in further detail below.

Third, Ms. Martin opened yet another front on August 18, 2017 by filing, again in the Circuit Court for Prince George's County, a third action, CAE-17-21699. There, Ms. Martin requested, among other things, that the court set aside the order to sell in the Partition Action and find Mr. Dolet liable for specific performance and breach of contract.¹

At present, we are concerned only with the Divorce Action. In that action, Judge Ingrid M. Turner held a hearing on Ms. Martin's motion in December 2017. Mr. Dolet did not attend, apparently because his counsel had been under the impression that the proceeding would be limited to argument regarding a dispute as to service. Ms. Martin testified at the hearing that she had never agreed to refinance the property into her own name and that Mr. Dolet had vacated the property, turned it over to her, and eventually stopped paying the mortgage and other obligations. Her counsel argued that Mr. Dolet was in contempt for failing to deed her the property as required by the divorce decree. Mr. Dolet's counsel argued that the court could not find Mr. Dolet in contempt because such a

¹ Counsel for Mr. Dolet represented at oral argument that the circuit court recently dismissed case CAE-17-21699 and that an appeal had been taken from that dismissal. Neither event is yet reflected on Maryland's Judiciary Case Search website.

finding would conflict with Judge Dawson’s approval of the sale of the Peachtree Lane property in the Partition Action. At the close of the hearing, Judge Turner found Mr. Dolet in contempt but “reserve[d] ruling on the remedy” pending activity in the other actions.

On February 15, 2018, Judge Turner issued a written ruling holding Mr. Dolet in contempt for failing to deed the Peachtree Lane property to Ms. Martin. The order stated that the “awarded relief shall be decided by the damages awarded, if any, in the parties’ pending Breach of Contract claim in CAE17-21699, which involves the same property, and the same Voluntary Separation and Property Agreement.” Mr. Dolet appealed.

DISCUSSION

Mr. Dolet challenges the circuit court’s contempt order on several grounds, including that it lacks a purge provision. Because we agree that the contempt order must be reversed on that ground, we decline to address Mr. Dolet’s remaining allegations of error.

“[T]his Court will not disturb a contempt order absent an abuse of discretion or a clearly erroneous finding of fact upon which the contempt was imposed.” *Kowalczyk v. Bresler*, 231 Md. App. 203, 209 (2016). A trial court abuses its discretion when its decision encompasses an error of law. *Schlotzhauer v. Morton*, 224 Md. App. 72, 84-85 (2016).

THE CIRCUIT COURT ERRED BY FAILING TO SPECIFY A SANCTION OR INCLUDE A PURGE PROVISION IN ITS ORDER OF CONTEMPT.

Civil contempt evolved from “a process which was employed as a procedure for civil execution [that] was used as a sanction against a party who disobeyed a court order issued for the benefit and advantage of another party in the proceedings.” *Dodson v.*

Dodson, 380 Md. 438, 447 (2004) (quoting *State v. Roll*, 267 Md. 714, 727 (1973)). “Civil contempt proceedings are generally remedial in nature and are intended to coerce future compliance.” *State v. Crawford*, 239 Md. App. 84, 110 (2018) (quoting *Royal Inv. Grp., LLC v. Wang*, 183 Md. App. 406, 447 (2008)). “Remedial” does not, however, “mean a sanction, such as a penalty or compensation, where compliance with a prior court order is no longer possible or feasible.” *Dodson*, 380 Md. at 448. Indeed, “[r]egardless of the penalty imposed in a civil contempt action, it ‘must provide for purging.’”² *Crawford*, 239 Md. App. at 110 (quoting *Dodson*, 380 Md. at 448). Rule 15-207 thus provides that an order of constructive civil contempt³ must specify both “the sanction imposed for the contempt” and “how the contempt may be purged.” Md. Rule 15-207(d)(2). In the absence of a purge provision designed to coerce future compliance, “a court generally is limited to proceeding against the party for criminal contempt, where punishment for a past violation of a court order is permissible.” *Crawford*, 239 Md. App. at 126.

The circuit court’s order finding Mr. Dolet in civil contempt fails to include either a sanction designed to coerce compliance or a purge provision. As a result, it must be

² “A purge provision offers the party ‘the opportunity to exonerate him or herself, that is, to rid him or herself of guilt and thus clear himself of the charge.’” *Crawford*, 239 Md. App. at 110 (quoting *Jones v. State*, 351 Md. 264, 281 (1998)).

³ “[C]onstructive contempts are those which do not occur in the presence of the court, or near it, . . . but at some other place out of the presence of the court and beyond a place where the contempt would directly interfere with the proper functioning of the court.” *County Comm’rs for Carroll County v. Forty W. Builders, Inc.*, 178 Md. App. 328, 393 (2008) (quoting *In re Lee*, 170 Md. 43, 47 (1936)).

reversed. *See Crawford*, 239 Md. App. at 125-26 (reversing a contempt order that was entered based on past actions where the order did not coerce future compliance).

Ms. Martin contends that “[t]he purging element is implicitly incorporated into the contempt order and is sufficiently clear and definite.” But it is well settled that “[b]efore a party may be held in contempt of a court order, the order must be sufficiently definite, certain, and specific in its terms so that the party may understand precisely what conduct the order requires.” *Droney v. Droney*, 102 Md. App. 672, 684 (1995). The contempt order at issue is not definite, certain, or specific with respect to what would be required to purge contempt. And even if Ms. Martin were correct that an implicit purge provision could ever be sufficient—a proposition of which we are skeptical—and that the implicit requirement here was for Mr. Dolet to deed the property to Ms. Martin, the order does not reflect any assessment of whether compliance would even be possible in light of events that have transpired in the Partition Action. We therefore reverse the order of contempt.⁴

**ORDER OF THE CIRCUIT COURT FOR
PRINCE GEORGE’S COUNTY
REVERSED. COSTS TO BE DIVIDED
EVENLY.**

⁴ This opinion should not be interpreted as having addressed or decided the merits of either party’s other claims relating to the Peachtree Lane property, including but not limited to who was responsible for the mortgage and other expenses once Mr. Dolet vacated the property, whether Mr. Dolet breached the divorce agreement when he failed to deed the property to Ms. Martin upon vacating it, whether Ms. Martin breached any obligation to Mr. Dolet by failing to refinance the property, and whether either party owes damages to the other.