

Circuit Court for Baltimore City
Case No: 24-O-17-000091

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 870

September Term, 2019

KWAME TAYLOR

v.

JAMES E. CLARKE

Arthur,
Beachley,
Woodward, Patrick L.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: September 9, 2020

*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.

In January of 2017, the appellee, acting as substitute trustee, filed an Order to Docket in the Circuit Court for Baltimore City, seeking to foreclose on a residential property owned by Kwame Taylor, appellant. The property was, thereafter, sold at a foreclosure sale on June 6, 2018, and the circuit court entered an order ratifying the sale on October 5, 2018.

On March 28, 2019, M&T Bank, the foreclosure sale purchaser, filed a motion for possession of the property. In response, Mr. Taylor filed a motion for hearing, seeking the court’s consideration of purportedly unresolved issues before its ruling on possession of the property. He sought to address, in pertinent part, issues that were previously raised in a May 12, 2017 motion to dismiss or stay proceedings regarding alleged fraud and misrepresentation committed by the mortgagee in originating the deed of trust.¹ On June 24, 2019, the circuit court entered an order granting M&T Bank’s motion for possession. On July 11, 2019, the circuit court denied the motion for hearing. On July 11, 2019, Mr. Taylor noted an appeal to this Court and raises the following eight questions for our review, which we quote:

¹ Mr. Taylor’s May 12, 2017 motion to dismiss or to stay proceedings was heard by the court on September 11, 2017. All parties were present. In a September 12, 2017 order, the court granted Mr. Taylor’s motion to stay the proceedings so that the parties could “engage in the modification process.” By the terms of the order, the stay was set to expire on March 31, 2018. All other requests for relief in Mr. Taylor’s motion were denied. Though the order was silent as to Mr. Taylor’s allegations of fraud and misrepresentation, the court indicated at the hearing that the stay would “give an opportunity to resolve the issue of the title, because if there is fraud at the time of [the] lien, then the lien itself may not be valid.” The court indicated that it would leave the issue to be resolved in parallel litigation initiated by Mr. Taylor in the circuit court. The court did not state that it would take up the issue at a later date. Further, Mr. Taylor did not appeal the court’s September 12, 2017 order.

1. Was [the] Property loan/note/lien (hereinafter, “Contract”) originated without misrepresentation?
2. Is Appellant entitled to damages for fraudulent misrepresentation?
3. If Maryland Courts rule misrepresentation is not fraudulent, is Appellant bound to Contract?
4. Did [the scheduling order]...unjustly prohibit oral arguments pertaining to validity of Contract?
5. Were proceedings postponed during September 11, 2017 hearing on grounds that Contract needed to be validated?
6. Was Contract ever validated?
7. Did Circuit Court provide any indication that Contract was validated before allowing Appellee to proceed with foreclosure?
8. Did Appellant have the right to present an oral argument in a Circuit Court hearing, proving Contract is invalid, unenforceable and non transferable to Appellee?

For the reasons that follow, we shall affirm.

DISCUSSION

Mr. Taylor did not note a timely appeal to the first seven questions raised on appeal. Pursuant to Maryland Rule 8-202(a), a notice of appeal must be “filed within 30 days after entry of the judgment or order from which the appeal is taken.” However, the first seven questions raised by Mr. Taylor all concern issues related to the validity of the deed of trust and, therefore, the validity of the foreclosure sale itself. Specifically, Mr. Taylor asserts that the foreclosed upon deed of trust was invalid because it was originated through fraud and misrepresentation and, further, that the court unjustly prohibited him from arguing the issue at a September 11, 2017 hearing.

However, the October 5, 2018 order ratifying the foreclosure sale constituted a final judgment on the merits as to the validity of the deed of trust and the foreclosure sale. *See Hughes v. Beltway Homes, Inc.*, 276 Md. 382, 284 (1975) (“An order ratifying a sale is a judgment ... because it is an order of the court final in its nature.” (internal quotation marks omitted)). Therefore, to obtain review of any question related to the validity of the deed of trust, Mr. Taylor was required to file his notice of appeal within 30 days after the order ratifying the foreclosure sale was entered on October 5, 2018. Because Mr. Taylor’s notice of appeal was filed on July 11, 2019, almost nine months after the entry of the ratification order, the notice of appeal was untimely as to any issue regarding the validity of the deed of trust and the foreclosure sale.

Mr. Taylor’s notice of appeal, however, was timely as to the June 24, 2019 order granting possession of the property to the foreclosure sale purchaser. We note, however, that Mr. Taylor’s brief fails to raise any argument that the court erred in granting the motion for possession. Because Mr. Taylor fails to advance any such argument in his brief, the issue is deemed waived. *See* Md. Rule 8-504(a)(5) (requiring that a brief contain an “[a]rgument in support of the party’s position”); *see also Honeycutt v. Honeycutt*, 150 Md. App. 604, 618 (2003) (“[a]n appellate court is not required to address an argument on appeal when the appellant has failed to adequately brief his argument”).

Mr. Taylor’s notice of appeal was also timely as to the July 11, 2019 order denying his motion for hearing. On appeal, Mr. Taylor argues that denial of the motion impeded “due process and his right to a fair hearing.” He further asserts that the court violated Maryland Rule 2-311(f) in rendering a decision that was dispositive of his claim without a

hearing where one was requested. He further states that the court’s “decision to approve [the] final stages of foreclosure proceedings while simultaneously denying [his motion for hearing] is a textbook example of the [c]ircuit [c]ourt rendering a decision that is dispositive of a claim or defense without a hearing.”

We, however, find no error in the court’s denial of the motion for hearing. As previously explained, the order ratifying the foreclosure sale was a final judgment, dispositive as to the merits as to the validity of the deed of trust and the foreclosure sale. To the extent that Mr. Taylor sought a hearing to challenge the validity of the deed of trust, the issue had already been finally adjudicated by entry of the ratification order months before. The court’s denial of the motion for hearing was, therefore, not dispositive of an active claim. Rather, all dispositive issues regarding validity of the lien had been resolved by the ratification order.

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