

Circuit Court for Baltimore County  
Case No. 03-C-16-008909

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 2155

September Term, 2018

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ESTELLE C. GRAINGER

v.

BENEFICIAL FINANCIAL I, INC.

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Wright,  
Kehoe,  
Moylan, Charles E., Jr.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: September 26, 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.

In 2016, Estelle Grainger, appellant, filed a complaint for breach of contract in the Circuit Court for Baltimore County, claiming that Beneficial Financial I, Inc. (Beneficial), appellee, had improperly collected payments from her for a loan that had already been discharged. Following a bench trial, the court entered judgment in favor of Beneficial. On appeal, Ms. Grainger contends that the court erred because it failed to “place [e]nough [e]mphasis” on her evidence. Finding no error, we shall affirm.<sup>1</sup>

At trial, Ms. Grainger testified that she obtained a loan from Beneficial in April 2001 but that the loan had been paid off, as evidenced by a Certificate of Satisfaction that had been recorded by Beneficial in 2007. She further claimed that, despite the loan having been discharged, Beneficial continued to demand and accept payments from her until 2015. Therefore, she sought reimbursement for the payments that she had made to Beneficial after the Certificate of Satisfaction was filed, plus interest and punitive damages.

Beneficial agreed that Ms. Grainger’s April 2001 loan had been paid-in-full. However, it asserted that the contested payments it received from Ms. Grainger were for a different loan, a home equity line of credit that she had obtained in August 2001. A copy of Ms. Grainger’s loan application, the August 2001 loan voucher, and the deed of trust securing the August 2001 loan were introduced into evidence. Ms. Grainger acknowledged that her signature was on the loan voucher and deed of trust, but she testified that she never received any proceeds from that August 2001 loan and that the loan was “staged.”

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<sup>1</sup> On September 3, 2019, Ms. Grainger filed a “Request for Oral Argument” in this case. Because of the nature of the questions raised, oral argument would not have been of assistance to the Court in resolving this appeal. Therefore, that motion is denied.

On appeal, Ms. Grainger claims that the court erred in entering a judgment in favor of Beneficial because it failed to “place [e]nough [e]mphasis” on her evidence. But it was the court’s role in a bench trial to determine whether the evidence Ms. Grainger presented was credible and, if credible, whether it was sufficient to support her claim of breach of contract. Ultimately, the court did not believe her testimony that she had not obtained the August 2001 loan. We review the trial court’s findings for clear error and “[i]f any competent material evidence exists in support of the trial court’s factual findings, those findings cannot be held to be clearly erroneous.” *Collins/Snoops Assocs., Inc. v. CJF, LLC*, 190 Md. App. 146, 160 (2010) (citation omitted). This is particularly true when the court is *not* persuaded of something:

“Although it is not uncommon for a fact-finding judge to be clearly erroneous when he [or she] is affirmatively **PERSUADED** of something, it is, as in this case, almost impossible for a judge to be clearly erroneous when he [or she] is simply **NOT PERSUADED** of something.”

*Omayaka v. Omayaka*, 417 Md. 643, 658-59, 12 A.3d 96 (2011) (citation omitted).

Here, there is no basis to overturn the court’s credibility findings, especially considering that Ms. Grainger’s testimony regarding the existence of the August 2001 loan was contradicted by the signed loan voucher and deed of trust. In addition, the record contains competent material evidence to support the trial court’s factual finding that the Certificate of Satisfaction discharged the April 2001 closed end loan, not the August 2001

home equity line of credit. Consequently, the court did not err in entering judgment in favor of Beneficial.

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