

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 0723

September Term, 2025

SCOTT MILLER, ET AL.

v.

DEZSO CSIPO, ET AL.

Nazarian,
Ripken,
Beachley, Donald E.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Ripken, J.

Filed: June 15, 2026

This appeal arises from a contract dispute concerning the sale of a residential property in Baltimore County, Maryland. Scott and Lindsey Miller,¹ appellants, (“Appellants”) agreed to purchase a house from Dezso and Marjorie Csipo, appellees, (“Appellees”) in May of 2023. Prior to settlement, Appellants had the property inspected and, per the results of that inspection, the parties agreed that Appellees were to hire a licensed contractor to make certain repairs on the property. Appellees hired Tim Wenzel, a man whom they believed to be a licensed contractor, to complete the work. On June 15, 2023, after the repairs were complete and one day before the scheduled settlement date, Appellants did a final walkthrough of the house. Appellants, believing from the final walkthrough that the repair work had not been done correctly, did not attend the scheduled settlement.

The parties continued to negotiate; however, they did not agree on a new price or settlement date. Ultimately, in August of 2023, Appellants filed suit against Appellees for specific performance and ancillary damages in the Circuit Court for Baltimore County. Appellants also filed a Notice of Lis Pendens, which barred Appellees from selling their home. Appellants filed a Second Amended Complaint in February of 2024, adding claims for breach of contract and unfair trade practices pursuant to the Maryland Code, Commercial Law Section 13-301. Appellants subsequently filed a Third Amended Complaint in September of 2024, which omitted the initial claims for specific performance and ancillary damages, instead only addressing allegations of breach of contract and unfair

¹ Lindsey Miller signed the contract of sale as “Lindsey Renee Vitek Widdowson.” She has since changed her last name to “Miller.”

trade practices and seeking to recover damages.² Appellants based this complaint in large part on Appellees' apparent failure to hire a licensed contractor to complete the work as required.

Following a bench trial, the court found that Appellants had not met their burden of proof to show that Appellees breached the contract or engaged in unfair trade practices and hence, entered judgment in favor of Appellees. The court awarded Appellees \$65,584.00 in attorneys' fees in accordance with the prevailing party clause of the contract. Appellants noted this timely appeal, presenting the following issues for our review:³

- I. Whether the circuit court erred in ruling that Appellants did not meet their burden to demonstrate that Appellees breached the contract.
- II. Whether the circuit court erred in awarding Appellees attorneys' fees.

For the reasons to follow, we affirm the judgment of the circuit court.

² The court later entered an order dismissing the first two counts with prejudice.

³ Rephrased from:

1. Did the trial court err, as a matter of law, in ruling that [Appellees'] failure to hire a licensed contractor, as expressly required by the Property Inspections Notice, was not a breach of contract?
2. Did the trial court err, as a matter of law, in ruling that [Appellees'] failure to replace the damaged wooden joist framing was not a breach of contract?
3. Did the trial court err, as a matter of law, in ruling that [Appellants'] alleged breach during the final walkthrough negated [Appellees'] prior breaches of express conditions precedent?
4. Did the trial court err in awarding [Appellees] \$65,584.00 in counsel fees, including over \$11,000 for five unsuccessful motions for summary judgment?
5. If [Appellants] prevail on appeal, must the counsel fee award in favor of [Appellants] be vacated in its entirety?

FACTUAL AND PROCEDURAL BACKGROUND

Initial Contracting

The following facts were adduced at trial. On May 2, 2023, Appellants entered into a contract to purchase the property at 4513 Carroll Manor Road in Baldwin, Maryland from Appellees for \$885,000. Appellants then deposited \$40,000 into an escrow account for the purchase. The parties stipulated that two weeks later the house was appraised for \$895,000.

The contract included a Property Inspections Addendum (“PIA”) which granted Appellants “the right within [seven] days from the Date of Contract Acceptance . . . to have qualified experts conduct [] inspections” at Appellants’ expense. Appellants had the right to terminate the contract of sale or “make a single, written request for repairs and/or a Seller Credit” if the inspection is unsatisfactory. The PIA also provided:

RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the [p]roperty accessible for agreed-upon inspections and shall have utilities in service at the time of the inspection(s). Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate, or otherwise damage any part of the [p]roperty without the prior written consent of Seller . . . If Buyer or Buyer’s agents or contractors damage the [p]roperty during the exercise of Buyer’s rights under this Addendum, except for damage caused by Seller’s negligence, Buyer shall promptly reimburse Seller for all costs incurred in correcting such damage.

* * *

REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to re-inspect prior to settlement. Buyer shall have the right to re-inspect the [p]roperty upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action which Seller agreed to perform.

Appellants exercised their rights under the PIA and engaged a qualified expert to inspect the home. Among other issues, the inspection revealed “significant moisture damage” in the basement. To combat moisture buildup, the home inspector recommended that a “licensed contractor evaluate and repair damaged framing.” The inspection also recommended that the homeowner “[r]epair patio and seal [steel] beams” and “add[] mortar and seal[] patio. Caulk where brick meets siding.”

In response to this inspection report, the parties signed a Property Inspections Notice (“PIN”) on May 17, 2023, in which Appellees agreed to complete several repairs to the home. Of particular interest, the following provision (“Section 5”) states:

Sellers will obtain a licensed contractor to repair and to mitigate the water damage in the basement, storage area under patio, and the patio as noted in the inspection and/or as further recommended by a licensed contractor and provide invoicing.

* * *

Additionally, after the repairs are complete, a mold test will be performed at repair site at the expense of the seller.

Appellees agreed to make the repairs listed on the PIN. On the same date, the parties executed a Change in Terms Addendum which listed a reduced purchase price of \$875,000 with a seller contribution of \$12,000 and an agreement to move the settlement date from June 2, 2023 to June 16, 2023.

Repairs Performed

Timothy Wenzel (“Wenzel”) testified that Appellees then contacted him about completing repairs at the Carroll Manor property. He stated that he had experience in “[c]onstruction in general, residential construction, building houses, building additions,

[and] alterations[.]” Appellee testified that Wenzel came to the property in late May of 2023 to inspect the areas of concern.

After the visit, Wenzel submitted a proposal for the work to be done on May 17, 2023. This proposal was written on “Shoreline Building and Remodeling LLC” letterhead and included a Maryland Home Improvement Commission (“MHIC”) license number. The document contained a “Scope of Work” section, detailing the repairs Wenzel was to make, including:

- Remove old insulation at joist bays next to concrete patio
- Ensure that there is no structural damage to the []joists themselves
- Apply closed cell spray foam in between mentioned joists
- Remove bottom row of hardie siding at rear brick deck
- Install new pvc trim board along brick deck
- Properly install new flashing at trim board and siding
- Caulk and seal all affected areas
- All construction related debris to be hauled off-site

Wenzel testified that he completed all of the repairs listed in the “Scope of Work” provision.

According to Wenzel, he removed the insulation in between the joists in the basement, finding no damage to the joists, but noticing some wet spots on the particle board. He claimed that Appellees asked him to remove the wet spots and install spray foam insulation. Wenzel stated that he was not asked to replace the particle board between the joists and did not recommend to Appellees that it be done. Wenzel suggested to Appellees that he have someone else inspect the property to ensure there was no structural damage caused by the moisture. Wenzel said that he made no guarantees to Appellees that the moisture would stop entering the property after the repairs were completed.

Wenzel testified that, at the time he completed the work on the Carroll Manor house, he believed he was operating under a MHIC number for Shoreline Building and Remodeling, LLC (“Shoreline”), but that he does not now have a MHIC number under his name or his new business, Black Rock Property Group. He admitted that he was not employed by Shoreline at the time, Shoreline did not receive any payment related to the work he did for Appellees, and that the proposal specified that Appellees write a check payable to Black Rock Property Group.⁴ Still, he asserted that he often did work under Shoreline with their consent and their MHIC number. Wenzel conceded that he told Appellees that he was a licensed contractor.

Post-Repairs Contracting and Litigation

Per the addendum, the Appellants waited for Appellees to send them invoices to show that the work had been completed so they could schedule a walkthrough. Appellants stated that the invoices were received approximately two days prior to the June 16, 2023 closing date.

Thus, on June 15, 2023, Appellants performed a walkthrough of the property. Appellants’ realtor, as well as both sets of Appellants’ parents, accompanied them on the walkthrough, however neither a property inspector nor any other such qualified expert was present.

During the walkthrough, Appellants became concerned with the quality of the repair work in the basement, specifically noting that there was a significant amount of “spray

⁴ The proposal also included a line stating that “Shoreline Building is a division of Black Rock Property Group LLC[.]”

foam” between the floor joists and the wall, an area that had been flagged for repairs during the initial inspection. They believed that the repairs outlined in the PIN had not actually been completed. Appellants removed some of the spray foam with a metal tool to see what was underneath and claimed they noticed some moisture and black spots. Appellants were concerned that there was “nothing that ties the[] floor joists together at all” because a piece of wood that had been at the top of the joists had been replaced with spray foam. Appellants admitted that the Appellees did not consent to the removal of the spray foam and that they may have caused some damage in the process, however they believed it was “absolutely necessary” to remove it while re-inspecting the property.

The following day, rather than attend the scheduled closing, Appellants requested a second Change in Terms Addendum which suggested a new closing date of June 30, 2023, and was based on their belief that the repairs agreed to in the PIN had not been adequately completed. Appellees did not agree and submitted their own proposed addendum, which Appellants did not sign.

On June 19, 2023, Appellants sent Appellees a “Breach of Contract Notice,” claiming that Appellees were “in default due to [their] failure to comply with the terms, covenants[,] and conditions of the [a]greement” and threatened legal action if Appellees did not agree to a new Change in Terms Addendum.

On June 20, 2023, Appellants sent Appellees another Change in Terms Addendum, requesting a decrease in purchase price to \$865,000 with a seller contribution of \$20,000 and a new proposed settlement date of June 28, 2023. Appellees did not sign this addendum. A few weeks after the walkthrough and June 16, 2023 closing date, Appellants

learned that the contractor who performed the work was not a licensed contractor. Appellants contended that they also received the report from the mold test conducted by Appellees after the June 16, 2023 settlement would have taken place, and that it indicated there was mold detected in the basement.

Appellants then filed suit in the Circuit Court for Baltimore County, seeking specific performance and ancillary damages. They also filed a Notice of Lis Pendens, which barred Appellees from selling their home. Appellants filed a Second Amended Complaint on February 27, 2024, adding claims for breach of contract and unfair trade practices pursuant to the Maryland Code, Commercial Law Section 13-301. Appellants subsequently filed a Third Amended Complaint on September 11, 2024, which omitted the initial claims for specific performance and ancillary damages, instead only addressing allegations of breach of contract and unfair trade practices and seeking to recover damages.

Specifically, Appellants sought \$139,985.50 in damages, including: costs for rented residences, lost time costs, and moving expenses. Appellants executed an 8-month lease on another property while the dispute was ongoing, believing they would still purchase Appellees' home despite the June 16, 2023, settlement date having passed. Appellants subsequently purchased another home.

A bench trial on the matter took place in October of 2024. At trial, after summarizing the evidence on the record, the court determined that Appellants had not sustained the burden of proof necessary to show that Appellees breached the contract or participated in unfair trade practices and, therefore, entered judgment in favor of Appellees. In so deciding, the court found that the Appellees “reasonably believed” Wenzel’s

representations that he was a licensed contractor. The court was not convinced that Appellees had instructed Wenzel to hide the damage with spray foam insulation. Nor did the court find sufficient evidence that the repairs were “not done in a good and workmanlike manner.” The court found “no credible evidence in the record to support a finding” that Appellants’ removal of the spray foam “was necessary.” Following a subsequent motion and hearing, the court granted Appellees’ motion for attorneys’ fees, awarding them \$65,584.00. Appellants noted this timely appeal.

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN FINDING APPELLANTS DID NOT MEET THEIR BURDEN TO DEMONSTRATE THAT APPELLEES BREACHED THE CONTRACT.

A. Party Contentions

Appellants assert that the court erred in finding that Appellees’ employment of an unlicensed contractor did not breach the PIN. They aver that, instead, Section 5 of the PIN is a condition precedent that Appellees did not meet and that work done by the unlicensed contractor is unlawful under the Maryland Home Improvement Act. Additionally, Appellants posit that the court erred in finding that Appellees did not breach the contract by failing to replace the basement framing because removing the framing and not replacing it was nonperformance of an express condition in the contract. In so claiming, Appellants also contend that expert testimony was not necessary to prove that this work was required and the court erred in “implying” as such.

Appellees generally assert that the trial court’s decision was not clearly erroneous simply because it was not persuaded by the Appellants’ arguments.

B. Standard of Review

A case tried without a jury is governed by Rule 8-131(c), which provides:

an appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.

Thus, we review the factual findings of the trial judge for clear error but examine legal conclusions *de novo*. See *MAS Assocs., LLC v. Korotki*, 465 Md. 457, 473–75 (2019); *Nouri v. Dadgar*, 245 Md. App. 324, 342–43 (2020).

C. Analysis

We first note that Appellants misstate the trial court’s ruling. The court did not, as Appellants contend, find that Appellees did not breach the contract at issue. Instead, the court found that Appellants had not met their burden to show that Appellees breached the contract. Indeed, the court took great pains to reiterate this in its bench opinion. As such, the issue for review is not whether the court clearly erred when it determined that a breach did not occur, but rather whether the court clearly erred when it determined that Appellants had not met the requisite burden of proof.⁵

⁵ Appellants further allege error in the trial court’s finding that Appellants breached the contract by cutting into the spray foam during the walkthrough and that this action negated Appellees’ breach in failing to hire a licensed contractor. Appellees did not respond to this argument on appeal.

Appellants again misstate the trial court’s ruling. The court noted for the record that it had found that Appellants damaged Appellees’ property but made no other findings or legal conclusions on this issue as Appellees had not lodged a counterclaim. The court did not explicitly find that Appellants breached the contract or that said breach canceled out any breach by Appellees. Indeed, the court found insufficient evidence of any material breach on the part of Appellees.

Appellants argue that they did satisfy their burden because Section 5 of the PIN was “a bargained-for, express condition precedent to settlement” and Appellees’ failure to hire a licensed contractor to do the work did not satisfy this condition. “A condition precedent in a contract 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.’” *All State Home Mort., Inc. v. Daniel*, 187 Md. App. 166, 182 (2009) (quoting *Chirichella v. Erwin*, 270 Md. 178, 182 (1973)).

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[.] Although no particular form of words is necessary in order to create an express condition, such words and phrases as “if” and “provided that,” are commonly used to indicate that performance has expressly been made conditional, as have the words “when,” “after,” “as soon as,” or “subject to[.]”

Aronson & Co. v. Fetridge, 181 Md. App. 650, 682 (2008) (quoting *Chirichella*, 270 Md. at 182) (alterations in *Fetridge*).

When determining whether a specific provision of a contract is a condition precedent, we will generally “interpret doubtful language as embodying a promise or constructive condition rather than an express condition.” *Richard F. Kline, Inc. v. Shook Excavating & Hauling, Inc.*, 165 Md. App. 262, 271 (2005) (citation omitted). Indeed, “[i]n resolving doubts as to whether an event is made a condition of an obligor’s duty, and as to the nature of such an event, an interpretation is preferred that will reduce the obligee’s risk of forfeiture, unless the event is within the obligee’s control or the circumstances indicate that he has assumed the risk.” *Id.* (emphasis and citation omitted).

The provision at issue here is Section 5 of the PIN, which reads:

Sellers will obtain a licensed contractor to repair and to mitigate the water damage in the basement, storage area under patio, and the patio as noted in the inspection and/or as further recommended by a licensed contractor and provide invoicing.

Appellants state broadly that this section should be construed as a condition precedent because it is “not discretionary[.]” The language of the provision, however, does not lend itself to such a reading. There are no terms that would indicate that the contract is contingent on Appellees’ fulfillment of this particular section. *Cf. Fetridge*, 181 Md. App. at 680–83. Appellants likewise do not point to any other sections within the contract, PIA, or PIN that would support a finding that the completion of the work outlined in this provision is a condition to be met prior to settlement. Accordingly, and given the courts’ reticence to construe ambiguous language in a contract as a condition precedent, we interpret this provision as a promise or covenant instead. *See Shook Excavating & Hauling, Inc.*, 165 Md. App. at 271. The court was therefore required only to determine if a breach of this promise—a breach of the contract—occurred.

“[I]n order to state a claim for breach of contract, a plaintiff need only allege the existence of a contractual obligation owed by the defendant to the plaintiff, and a material breach of that obligation by the defendant.” *RRC Northeast, LLC v. BAA Maryland, Inc.*, 413 Md. 638, 658 (2010) (citation omitted). “The law is clear that a breach of contract will be deemed material if it affects the purpose of the contract in an important or vital way.” *Sachs v. Regal Sav. Bank*, 119 Md. App. 276, 283 (1998).

Here, the court was tasked with determining whether Appellants met their burden to prove that Appellees breached the contract by employing an unlicensed contractor to perform the repair work in the basement and whether such a breach was material to the contract. In so doing, the court considered the quality of the work performed by the contractor. The PIA includes the following relevant provision:

REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs and provide receipts in sufficient time for Buyer to re-inspect prior to settlement. *Buyer shall have the right to re-inspect the [p]roperty upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action which Seller agreed to perform.*

(Emphasis added).

This section of the PIA highlights the intent of the parties to ensure the quality of the repairs. As this appears to be a primary purpose of this portion of the contract, the court was permitted to consider whether the work completed was done “in a good and workmanlike manner” when determining the materiality of the breach. The court did not err in finding that Appellants provided insufficient evidence to support their claim that the repairs were somehow incomplete or faulty.

Further, we do not find it was clearly erroneous for the court to consider Appellees’ subjective belief as to the licensing status of the contractor they hired and Appellees’ fulfillment of the terms of the PIN by hiring this contractor to complete the repairs. Nor do we find it clearly erroneous for the trial court to conclude that, absent evidence of improperly completed work, the unlicensed contractor’s performance of the repairs did not “affect[] the purpose of the contract in an important or vital way.” *Sachs*, 119 Md. App. at

283. Accordingly, the trial court’s findings support its conclusion that Appellants did not meet their burden of proof to show that Appellees materially breached the contract of sale when they inadvertently hired an unlicensed contractor.

Appellants also allege error in the court’s implied requirement that they present expert testimony on the quality of the repairs in order to prove Appellees’ material breach of contract, contending that “[a]ny layperson with working vision could see that rotted wood had been removed and nothing had been put back.” Even if we agree with Appellants that it was not strictly necessary for them to present expert testimony in support of their contention, such evidence, if believed, could have been persuasive in satisfying their burden of proof. Based on this record, we conclude that the court, as the trier of fact, did not err in finding that, absent any expert testimony, the evidence before it was insufficient to demonstrate that the work done by the unlicensed contractor was not performed “in a good and workmanlike manner” such that the framing in the basement needed to be replaced in order for Appellees to generally satisfy their contractual obligation.

Accordingly, the court did not err in determining that Appellants did not meet their burden to prove that Appellees materially breached the contract by hiring an unlicensed contractor or by not replacing the framing in the basement.

II. THE COURT DID NOT ERR IN AWARDING APPELLEES \$65,584.00 IN ATTORNEYS’ FEES.

A. Party Contentions

Appellants contend that the amount awarded in attorneys’ fees to Appellees was excessive, in part because it included fees for attorney preparation of five unsuccessful motions for summary judgment.

Appellees assert that the court correctly awarded attorneys’ fees to the prevailing party, as per the contract, and that the \$65,584.00 award was reasonable.

B. Standard of Review

“In reviewing the trial court’s [attorneys’] fees award, we apply the abuse of discretion standard.” *Guillaume v. Guillaume*, 243 Md. App. 6, 12 (2019) (citations omitted). “[T]here is an abuse of discretion where no reasonable person would take the view adopted by the trial court, . . . or when the court acts without reference to any guiding principles.” *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (alterations, quotation marks, and citation omitted).

C. Analysis

Maryland Rule 2-705 governs the award of attorneys’ fees to a prevailing party in circuit court proceedings pursuant to a contract provision permitting such an award. Under Rule 2-705(e), upon “a finding by the court in favor of a party entitled to attorneys’ fees as a ‘prevailing party,’ the court shall determine the amount of an award in accordance with” Rule 2-705(f). Rule 2-705(f) dictates that:

(1) If the party seeking attorneys’ fees prevailed with respect to a claim for which fee-shifting is permissible, the court shall consider the factors set forth

in Rule 2-703(f)(3) and the principal amount in dispute in the litigation, and may consider the agreement between party seeking the award and that party's attorneys and any other factor reasonably related to the fairness of an award.

(2) If the claim for an award of attorneys' fees does not exceed the lesser of 15% of the principal amount found to be due or \$4,500, the court need not require evidence on all of the factors set forth in Rule 2-703(f)(3) if the party claiming the award produces evidence otherwise sufficient to demonstrate that the amount claimed is reasonable and does not exceed the amount that the claiming party has agreed to pay that party's attorney.

In turn, Maryland Rule 2-703(f)(3) lays out the following factors to be considered in such attorneys' fee determinations: "the time and labor required;" "the novelty and difficulty of the questions;" "the skill required to perform the legal service properly;" "whether acceptance of the case precluded other employment by the attorney;" "the customary fee for similar legal services;" "whether the fee is fixed or contingent;" "any time limitations imposed by the client or the circumstances;" "the time involved and the results obtained;" "the experience, reputation, and ability of the attorneys;" "the undesirability of the case;" "the nature and length of the professional relationship with the client; and" "awards in similar cases."

Here, the court followed the terms of the contract in awarding the prevailing party attorneys' fees. Further, the court noted that "the [c]ourt [] reviewed all of [the Rule 2-703(f)(3)] factors" in making its award determination. Specifically, in finding \$65,584.00 to be a reasonable award, the court considered the receipts provided by Appellees, however omitted any fees accrued after the last day of trial, and significantly decreased the fees for one of the attorneys as it did not believe that this case required "two highly experienced attorneys to handle this matter[,] one of which [may have] assisted his co-counsel, but did

not question any of the witnesses or present any evidence.” Such an analysis is in accordance with Rule 2-705.

Appellants take issue with the inclusion of attorneys’ fees by the court, which accrued while Appellees prepared five motions for summary judgment, all of which were denied. We discern no clear error in the court’s inclusion of these costs in the total award. Each of Appellees’ motions for summary judgment was filed at a different point in the proceeding and included different arguments. Indeed, one of the motions was denied as moot because the Appellants filed an amended complaint between the time Appellees filed the motion and the issuance of the court’s order. Others were filed after the Appellants submitted their second amended complaints. It was not unreasonable for Appellees to file new motions based on the amended complaints and to file additional motions as the two-year case unfurled. Nor was it unreasonable for the court to consider the fees accumulated for the preparation of these documents in the total attorneys’ fees award as they were a natural result of the ongoing litigation. We therefore affirm the court’s award of \$65,584.00 in attorneys’ fees to Appellees.⁶

⁶ Appellants further contend that substantial compliance does not cure Appellees’ failure to hire a licensed contractor to complete the work. As the trial court did not make any findings as to substantial compliance and it was not specifically raised below, we need not consider Appellants’ assertions as to substantial compliance. *See* Md. Rule 8-131(a). Likewise, as we affirm the circuit court’s holding, we need not address Appellants’ final request that we vacate Appellees’ attorneys’ fees award should Appellants be found to be the prevailing party.

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