Circuit Court for Frederick County
Case No.: C-10-CV-23-000280

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0833

September Term, 2024

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OTIS COOK, ET AL.

v.

SARA WOOLF, ET AL.

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Reed,
Shaw,
Sharer, J. Frederick
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Reed, J.

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Filed: July 10, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This appeal from the denial of post-trial motions by the Circuit Court for Frederick County is about livestock and the conflicting accounts about the care, custody and eventual sale of these animals. The circuit court denied Appellants' motions after a jury found them liable for conversion of Appellees' livestock. We are also asked to examine whether Appellants formed an "inadvertent partnership."

## INTRODUCTION

Otis Cook and Denise Cook ("Appellants" or the Cooks) live on a dairy farm in Frederick County that is owned by Otis Cook's mother. Earl Woolf, Sara Woolf and their daughter Katie ("Appellees" or the Woolfs) are also dairy farmers and owned the cattle in question. The Woolfs had placed "40 cows and 50 heifers" at the Cooks' dairy farm in anticipation of purchasing the Cooks' cattle and leasing their farm.[1] The arrangement went awry, however, with the parties failing to execute any written lease or agreement and disputing responsibility for payment of the costs and the livestock. Frustrated with the growing expenses, and it appearing that any contribution towards these costs was not forthcoming, the Cooks secured a lien on the Woolfs' cattle and eventually moved the herd to Pennsylvania where the animals were sold at auction.

On March 22, 2023, aggrieved that their cows and accompanying bulls were taken out of Maryland and sold, the Woolfs filed a replevin action in the District Court of

[1] This figure is from Otis Cook's December 21, 2022, letter to the Woolfs demanding payment for the cost of feeding 85 head of livestock the Woolfs left at the Cooks' farm.

Maryland in Frederick County, seeking $500,000 in damages and the return of property valued at $282,850. On April 24, the district court issued a "Show Cause Order in Action of Replevin" and transferred the case to the Circuit Court.[2]

### CIRCUIT COURT PROCEEDINGS AND TRIAL

On July 12, 2023, the Woolfs filed an Amended Complaint in the Circuit Court for Frederick County, alleging, *inter alia*, conversion and unjust enrichment in connection with the Cooks' asportation of the cattle and their sale. They reiterated their demand for the return of "96 cows and bulls worth $282,850.00," also sought "an amount in excess of $75,000 representing lost wages, profits," and "other compensatory damages, statutory damages, punitive damages, opportunity costs, and interest[.]"[3]

The Cooks filed a Counter Complaint on August 15, 2023, seeking a determination that they properly asserted a statutory lien on the cattle in the amount recovered from the livestock sale. They alleged breach of contract, quantum meruit/unjust enrichment and tortious interference with contractual relationship. The Cooks demanded judgment in the

[2] *See* Md. Rules 12-601(h) and 12-602(a)(2)C). The amount sought by the Woolfs exceeded the monetary jurisdiction of the district court.

[3] The Woolfs' eight-count Amended Complaint also alleged breach of contract, negligence, fraud, negligent misrepresentation, and three violations of Maryland's Wage and Hour and Wage Payment laws.

amount of $65,536.93 for services rendered to the Woolfs and an order releasing from the Circuit Court Registry the $59,476.80 in proceeds from the sale.[4]

The Woolfs filed a "Motion for Partial Summary Judgment" on August 29, 2023. They asserted that the sale of their cattle at auction was illegal under both Maryland and Pennsylvania law and moved the circuit court to "award them the $59,476 held in the registry of the Court, Dismiss the Counterclaim with prejudice, and determine that Defendants are not entitled to offset for care of Plaintiff's cattle." The circuit court denied this motion on September 27, 2023.

This matter went before a jury on March 5, 2024, for what would be a six-day trial. On March 12th, the jury returned verdicts in favor of both the Woolfs and the Cooks. The jurors initially found that the Woolfs were entitled to the proceeds from the auction sale ($53,398.89), and that the Cooks were liable for unjust enrichment and conversion of property valued at $121,601.61. The jurors also found that Otis and Denise Cook were business partners and that they acted with malice. Turning to the counterclaim, the jury found that the Woolfs were liable on the tortious interference count and awarded the Cooks $13,546.61.

On March 21st, the Cooks filed a "Motion for Judgment Notwithstanding the Jury's Verdict," seeking judgment in their favor or a new trial. They also filed a motion asking

[4] The auction managers diverted the proceeds to the registry after learning of this dispute.

the trial court to "Alter, Amend, Revise, or otherwise invoke a Remittitur of the verdict[]." In the latter motion, the Cooks insisted that the verdicts were "irreconcilably inconsistent[.]"

A hearing was conducted on these motions on May 14th. On May 30, 2024, the trial court issued two orders. The first denied in part and granted in part the Motion for Judgment NOV, upholding the verdicts except for the jury finding that the Cooks acted with malice; that verdict was stricken. In the second order, the trial court declined to exercise its discretion to revise the judgment. Judgment was entered on the verdicts and this timely appeal followed.

## APPEAL TO THIS COURT

In their timely appeal challenging the trial court's rulings, the Cooks present two questions for our consideration, which we have rephrased slightly as follows:[5]

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[5] The Cooks specifically question:

I. Whether the Circuit Court erred in denying Appellant Denise Cook's Motion for Judgment Notwithstanding the Verdict where the evidence did not support a finding that Mrs. Cook was Mr. Cook's business partner.

II. Whether the Circuit Court erred in denying the Cooks' Motion to Revise the Verdict where the jury's verdict was irreconcilably inconsistent and the jury's damage award resulted in double recovery.

The Woolfs, in response, present their view of the pertinent questions:

(continued)

1. Whether the trial court erred in denying Appellant Denise Cook's Motion for Judgment NOV where there was insufficient evidence that she was Mr. Cook's business partner?

2. Whether the jury's verdicts were irreconcilably inconsistent?

For the following reasons, we shall affirm in part and reverse in part.

**THE TRIAL**

**1**

As noted, this matter went before a jury for a six-day trial. The most pertinent testimony for our purposes was presented by Otis Cook and the Woolfs.[6]

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I. Whether the jury's determination that Mrs. Cook was in a farming partnership with Mr. Cook was proper when she participated in farming activities, was present when a bill was presented to the Woolfs, and signed checks from a joint farming account which was used for both business and personal expenses.

II. Whether the sale of the Woolfs' cattle was illegal as a matter of law when the parties conducted joint farming operations while the Woolfs' cattle were on the Cooks' farm and the Cooks kept all proceeds of milk sales from milk produced by the Woolfs' cattle.

III. Whether the jury's determination that the Woolfs were separately entitled to proceeds from a lien sale and damages for conversion was proper when the damages for the sale awarded to the parties totaled the gross proceeds of sale and the Woolfs' valuation of their cattle grossly exceeded the jury's combined award.

[6] Kathryn ("Katie") Woolf testified first. She was 17 at the time of the trial. Her testimony was important in that she described her livestock and identified individuals from evidence presented. She outlined her experience in dairy farming and membership in an agricultural organization. She testified that 74 of her cattle were removed to the Cooks' farm.

Earl Woolf was familiar with assessing the value of livestock. Earl had been a dairy farmer since 1992, and he grew up on a dairy farm.[7] Earl emphasized his experience operating dairy farms, noting that he had always made a profit. Earl explained that the Woolfs "outgrew" the farm in Virginia where they had kept their livestock, and they intended to relocate the herd. They were building up a herd for their daughter, Katie. They were "focused on genetics and pedigrees," and the herd included "higher-priced cows" with better milk production. Earl explained that "a good nutritional program has a lot to do with how much production you're going to get out of a cow.

The Cooks' farm had been mentioned as a possibility for accomplishing this. Earl called Otis Cook in May of 2022, to inquire about renting the farm. Otis invited Earl to the farm to "see what you think" and they first met in June. The Woolfs stopped by again, thought that the farm "was a place that would work[,]" and Otis explained that he would have to "run it by Denise [Cook]." After another visit by the Woolfs and a follow-up telephone call, Earl offered to rent the farm. They agreed to rent the "farm and the pasture and the facility that went with it" for $2,000 per month. The rental agreement that he sought "consisted of [w]hat [they] had talked about but wanted it on paper, was that [Mr. Woolf] was going to pay [Mr. Cook] $1,200 a month, any extra money up to 2,000 for" electricity and equipment, if needed.

[7] Because there are multiple parties, we'll refer to them by their first names when appropriate to avoid confusion. We mean no disrespect in doing so.

Pursuant to their oral agreement, the Woolfs moved 89 cows and one bull to the farm. The livestock on the farm included some of the Cooks' cows. The Cooks were to milk all those animals and use the proceeds to buy additional feed for the livestock.

The arrangement started to unravel because no written agreement had been prepared. Earl Woolf continued:

> [Woolfs' Counsel]: Okay. How did your -- specifically, how did your cattle end up on his farm?
>
> A: We were supposed to have a rental agreement, I was going to rent his farm.
>
> * * *
>
> Q: Okay. And did you promise him that you would pay him for feed?
>
> * * *
>
> A: Yes. Once we signed a rental agreement, we were going to determine – we were feeding his steers and his heifers and stuff and was using feed every day … the quantity of it was going down every day [and] he's still collecting the milk check.

Earl testified that the only specific bill he received for feed was a "piece of paper" that was handed to him in December "just prior to -- two days -- of [Otis Cook] putting me off the farm[.] … That was it." Earl Woolf also thought that his cattle were not receiving adequate care, and that his cows were receiving less than was necessary for adequate milk production. Earl said that he "purchased necessities for the cattle," including some items to maintain the equipment. Moreover, Earl worked on the farm to assist in the care of all of the cattle, normally arriving about 11:30 in the morning every day to work. He added that "Katie and I took care of all the IVs. And if a cow had foot rot or something, we'd medicate them."

Earl wanted to move forward with the farm rental, texting Otis Cook on December 4, 2022, to emphasize that he wanted to "get … the cow deal done[.]" The back-and-forth text messages continued, but they could never come to an agreement as to how much was owed. The messages demonstrated that there was no agreement as to how much would be sufficient to settle their differences.

On December 21, 2022, Otis handed Earl a bill demanding $40,000 for services and supplies contributed by the Cooks, which amount needed to be paid for the release of the Woolfs' cattle. Shortly thereafter, Otis Cook, apparently concerned with how Earl would react, contacted the Sheriff and obtained a "Letter of Trespass Notification" informing Earl that he was "no longer welcome" on the farm.

After he was banned from the farm, even though about 90 of his cows were present on the farm, Earl "wasn't allowed to see them any longer." He "tried to contact Otis several times. Would never return my call. And you know, sent a few texts, but I was not allowed on the farm to even check them, you know, make sure everyone was accounted for and what their health looked like." Earl believed that the Cooks were making a profit from the milk production on the farm, and that amount exceeded the value of their grain.

On cross-examination, Earl acknowledged that he had agreed "[t]o rent the facility." Earl explained why he moved his cattle in without a rental agreement "[b]ecause I thought Otis was good for his word. We kind of had that conversation, you know, how people were, and he claimed he was good for his word and I was good for mine. … I thought July 1$^{st}$, he would present me with one, and it didn't come." Without a written agreement Earl was reluctant to bring feed in:

> A: I had feed lined up numerous times. I've had wet brewers. I had corn silage lined up, but I wanted a rental agree -- because honestly, basically what he wanted me to do was bring this feed in and he was still going to keep the milk.
>
> * * *
>
> Q: Okay. Did you ever present any money to Mr. Cook for the rent?
>
> A: I -- he was getting money. He was selling our product that the cows made.

Asked whether Otis Cook was working with him, Earl testified:

> A: He wasn't working. He -- he was helping me take care of the cows. We were there every day. He was helping me take care of the cows, and we were taking care of them together. But he ... was getting the product they were putting out and selling it -- … -- and getting all the funds.

Earl reiterated that he wanted a rental agreement and relied on their oral representations to get the process started. Earl insisted that he was not aware that he owed the Cooks any feed money until December, when Otis handed him a bill. He "was under the assumption, while the rental agreement wasn't coming, [Otis] was selling my product to pay to feed my cattle was the understanding we had." He was concerned that the cows were not properly fed in the mornings. The Woolfs' cows "started dropping in production in 30 days because they weren't getting the diet they needed."

Laura Dufford-Jackson testified on behalf of the Woolfs. She is a district representative for the Maryland & Virginia Milk Producers Cooperative. She had been a field-representative for the Cooks and met Earl Woolf at a livestock show. They discussed the Woolfs' plan to take over the Cooks' farm in June 2022. Ms. Jackson worked with Earl Woolf to begin the process for obtaining a state permit to ship milk. In December of 2022, however, she learned that the Woolfs would not be taking over the Cooks' farm. Otis Cook told her that he was waiting on payment for the deal.

Jeffrey Semler testified for the Cooks. He is an extension agent for the University of Maryland and was qualified as an expert in "[d]airy economics, reproductive genome, and the registration of dairy cows." He was able to review extensive exhibits in this case. Questioned about the New Holland facility, where the Cooks sold the Woolfs' cattle, Mr. Semler explained that New Holland ranked "in the top two or three sale barns in the state of Pennsylvania." Mr. Semler was asked about the costs of caring for types of cattle, specifically a cow and a calf. When questioned how the responsibility of caring for those animals would be apportioned between a boarder and the host farm, he explained:

> Q: Okay. Now, when a person brings an animal to be cared in this manner, does the person get to retain the milk, generally? As an industry standard, is that -- they keep the milk, the owner?
>
> A: Typically, the -- the arrangements that I'm familiar with -- okay. So I'm not going to say this is the way it is from Wisconsin to Oregon. Is that the boarder does not get -- receive any milk income.
>
> Q: What does the boarder get in exchange for taking their cow to the caregiver?
>
> A: Care.

Shanna Lasley introduced Earl Woolf to Otis Cook after she learned that Earl was inquiring about farms to rent. She was aware that Cook wanted to retire. Marisa Moser

Little is acquainted with both the Cooks and the Woolfs. At one point she had worked for the Maryland & Virginia Milk Producers as a sustainability specialist. She inspected the Cooks' farm and "never had any suspicion that the cows were not getting fed." Mike Miller appraises livestock. He told Mr. Cook that the New Holland sale barn would be the best location to sell livestock. He called New Holland the "biggest and the best on the East Coast" and that it is a "strong market."

Sara Woolf assisted her husband, Earl, in the operations of farms they had operated before these events. In addition to the field work, she would write out bills or pay bills. She described the initial meetings with Otis Cook about renting his farm:

> So there was two different meetings, One of the meetings was where we had met Otis, talked about running his facility, that we wanted to do our own thing. We wanted to give Katie the opportunity, when she was done with school, you know, for -- still be able to milk cows, but the option of whether we bought a farm or, you know, what direction she went when she finished with school.

Mrs. Woolf also described Denise Cook's activities during the time the Woolfs were involved at the farm:

> A: When we first started moving cows in, she would be in the parlor helping milk, and then she would help out with the calves in the hutches, feeding the -- feeding the baby calves in the hutches.
>
> Q: And so after you started doing work, you didn't see her perform any work after that?
>
> A: The only time that I saw her perform work after that was the time that we had to go up early in the morning and load up that -- the culled cows. And she was feeding calves that morning.

Q: Did Mr. Cook or Mrs. Cook say to you that she was doing work in the mornings when you weren't there?

A: Otis had said that sometimes she would come out and feed calves in the mornings.

Sara thought that not all the Woolfs' cattle appeared on the sale list of the New Holland auction. This suggested that some of these animals remained on the Cooks' farm. She also testified that at the time they left the Cooks' farm, there remained Brown Swiss cows that were either theirs or their daughter's.

On cross-examination, Sara reiterated the substance of the conversation about leasing the farm: "What we wanted to lease the farm for or rent the farm for. There was -- we walked through the barns, saw the facilities, saw the parlor, and then there was discussion of feed that was there at the farm." The Woolfs began boarding their animals at the farm "around the 17th, 18th" of June, 2022.

Sara testified on re-direct examination that the Woolfs did not intend to place the cattle on the farm for the Cooks simply to board them. With respect to discussions about feed, the Woolfs would buy the remainder of what was then present on the farm. Although they were neither boarders nor tenants, the Woolfs would go to the farm and work, caring for both their cattle and those belonging to the Cooks. She conceded that they were in a "joint farming operation" with the Cooks, even though she said that that arrangement "wasn't supposed to be."

Otis Cook had been in dairy farming for the previous 20 years. He was introduced to the Woolfs by Shanna Lasley. He recalled that Earl Woolf had called to ask about boarding their cattle on the Cooks' farm. Otis wasn't interested, because he was intent on retiring from dairy farming. Soon after, the Woolfs came to the farm to inspect the facilities. Otis described the following conversation:

> And he got to ask me how much I wanted for everything. And I told him it was $1,200 for the adult dairy cattle a piece, and $600 for the heifers a piece. And he was asking -- got to ask me about the rent. And I told him about -- about 22-, $2,200 dollars a month, and then the feed was $50 a ton for the corn silage, and $20 a ton for the ryelage, $40 a bale for the round bales. And so he was saying about, you know, wanting to run a place and start dairy farming and talking about bringing more cattle in. And I told him there's not enough feed here for any more cattle. I -- I only have enough feed for the cattle that I have there. And for this year, I already had the planting done, and I had everything I needed to feed my cattle that were there. And he said he had 250 ton of feed up on another farm. And I told him, well, I'd -- I want paid for my cattle and my feed before I give a lease, and go any further.

Otis told Earl that his equipment was "getting old," and that he would need to invest in new equipment. Otis asked the Woolfs to pay $117,000 for the feed and the Cooks' cattle that was already of the farm. He recalled:

> [T]hen we … agreed that he would buy [the Cooks'] cows and feed. And once he paid me for the cows and feed, he could lease the property[.] [W]e agreed on July 1st that I would give him a lease. I had a blank residential lease and -- and switched the milk permit over in his name once -- once I was paid[, for] the heifers, and the cows and the feed that was on hand.

About June 1, 2022, Earl came to the farm and inquired about bringing in cattle. Otis recalled:

> Well, like he had asked me about bringing cattle in when we talked the first time, and I told him, I wanted to be paid first, and then he came in like a week later, and they asked me -- he says, you know, we agreed on July 1st to switch everything over.

> And then he come in like a week later and ask -- he said, do you really want to pay before I move my cattle in? And I told him, yes, I'd like to be paid before you move your cattle in or I give you the lease, and -- or switch to milk check over in his name. And he said that people weren't taking care of them and said he really needed to get them moved as soon as possible.

At this point Otis was confident that the deal would go through. He wanted the arrangement to proceed because he though Earl was "pretty serious about paying me and going on with stuff." Otis emphasized that he "wanted it to happen" because he was "tired and ready to retire."

Initially, from June 1 to June 18th, the Woolfs were "moving cattle in pretty regular." When July 1st came, the Cooks had yet to receive any payment. Earl continued to assure Otis that he would be paid, that "he was going to pay me, and things were going to happen." By August of 2022, Earl began to let third parties bring more cattle to the farm, and Otis continued to be confident that things were "going to happen."

It became clear that there would only be enough feed for the Cooks' own cattle. The livestock population had grown to "like 200 animals[.]" According to Otis, the Woolfs were planning to bring in 250 tons of feed. By September, however, Otis decided he had to harvest the corn at his expense to meet the demands of feeding all the livestock.

Otis was concerned about increasing costs for feeding not only his livestock but also all 90 of the Woolfs' animals. Income from milk production was not sufficient to cover these costs. He reiterated this to Earl in a conversation in October of 2022, and Earl "kept assuring" him that "he wanted to buy [the Cooks'] cows and buy [the Cooks'] feed and take over[.]" He confirmed that the total amount of feed and milk credits he extended to the Woolfs' for the care of the cattle during the 283 days the animals were on the farm was $65,536.93. Otis had to use his own money to pay his monthly obligation for the dairy operations. The "milk checks" did not pay for all the expenses, so Otis "pull[ed] money out of [his] savings account." The conversations with Earl continued in this manner. Otis complained that his business was getting run into the ground. He continued to alert Earl about his concerns: "[I]t got to the point I just had, I started asking, you're going to have to find another place to go. I can't feed these cows all winter long."

Eventually the relationship became contentious and in late December Otis handed Earl the letter/bill requesting payment for the long past due costs of feeding the livestock and demanding that Earl leave with his cattle. Earl left after Otis sought a trespass order from the Sheriff. Their dispute continued remotely by text message.

The feed supply was exhausted by February, and by that point Otis hired counsel and secured a lien on the Woolfs' cattle. He notified the Woolfs that the cattle would be sold on March 29, 2023. He admitted on cross-examination that he could have let the Woolfs take their cows when he presented the demand letter on December 21, 2022, but he wanted to be paid.

The jury heard deposition testimony of John Trout. Trout has known the Cooks "from way back." Otis Cook had helped Mr. Trout when the latter owned a farm 30-40 years prior, and he worked for the Cooks to "repay[] somebody back for when they helped me when they were younger." When Mr. Trout first saw the Woolfs' cattle in June 2022, they appeared to be "a little on the thin side. … They didn't have much milk." The Cooks' cattle appeared to be in better condition. Otis would feed both herds, and none appeared to Mr. Trout to be hungry. Prior to December 2022, when Otis presented the bill, Otis never prohibited the Woolfs from coming to retrieve their cows. Otis continued to ask Earl Woolf for payment every month, and the latter kept saying that he "got the money coming." According to Mr. Trout, the Woolfs provided "Very … little" labor. He never saw the Woolfs "deliver or buy or transport any feed to the farm." When the Woolfs' livestock was loaded for sale, Mr. Trout thought that they "looked better than they did when they came in."

**2**

Following the trial court's denial of the Cooks' motion with respect to Denise Cook's status as a business partner, the court instructed the jury. On March 12, 2024, the jury found the Woolfs were entitled to the proceeds from the sale; the Cooks were liable for unjust enrichment and conversion; the Cooks were business partners; and the Cooks were entitled to an award on the tortious interference count. Following the trial court's denial of post-trial motions, the Cooks brought this appeal.

**STANDARDS OF REVIEW**

"Motions for judgment under Md. Rule 2-519 and motions for judgment notwithstanding the verdict under Md. Rule 2-532 test the sufficiency of the evidence at trial." *Matter of City of Hagerstown*, 265 Md. App. 581, 608, *cert. denied sub nom. City of Hagerstown v. Johnson*, 492 Md. 402 (2025). We "review a grant or denial of a motion for judgment notwithstanding the verdict for legal correctness, by viewing the evidence and the reasonable inferences to be drawn from it in the light most favorable to the non-moving party and determining whether the facts and circumstances only permit one inference with regard to the issue presented." *Mayor & City Council of Baltimore v. Varghese*, 493 Md. 1, 11 (2025) (cleaned up). The "standard of review of a court's denial of a motion for JNOV is the same as the standard of review of a court's denial of a motion for judgment at the close of the evidence, *i.e.*, whether on the evidence presented a reasonable fact--finder could find the elements of the cause of action by a preponderance of the evidence." *University of Maryland Med. Sys. Corp. v. Gholston*, 203 Md. App. 321, 329, *cert. denied*, 427 Md. 65 (2012). We "will find error in a denial of a motion for judgment or JNOV if the evidence does not rise above speculation, hypothesis, and conjecture, and does not lead to the jury's conclusion with reasonable certainty." *Scapa Dryer Fabrics, Inc. v. Saville*, 418 Md. 496, 503 (2011) (cleaned up). We review the trial court's decision "without deference." *Osiris Holding of Maryland, LLC v. Daniels*, 264 Md. App. 337, 359 (2025) (cleaned up). "The standard of review of the denial of a motion for new trial is abuse of discretion." *Gholston*, 203 Md. App. at 329 (citation omitted).

With respect to the trial court's denial of a motion to "revise" a judgment, we have stated that "[a]n appeal from the denial of a motion asking the court to exercise its revisory power is not necessarily the same as an appeal from the judgment itself. Rather, the standard of review is whether the trial court abused its discretion in declining to revise the judgment." *Stewart v. Hechinger Stores Co.*, 118 Md. App. 354, 357 (1997) (cleaned up), *cert. denied*, 349 Md. 104, *cert. denied*, 525 U.S. 848 (1998). "A circuit court abuses its discretion when no reasonable person would take the view adopted by the court, or when the court acts without reference to any guiding rules or principles. Nevertheless, a court's discretion is always tempered by the requirement that the court correctly apply the law applicable to the case." *Sydnor v. Hathaway*, 228 Md. App. 691, 708 (cleaned up), *cert. denied*, 450 Md. 442 (2016). "It is hard to imagine a more deferential standard than this one." *Estate of Vess*, 234 Md. App. 173, 205 (2017).

## DISCUSSION

### Whether Denise Cook was Otis Cook's business partner.

The jury found that Denise Cook was Otis Cook's business partner, and that she shared responsibility for any liability.[8] We conclude that there was insufficient evidence for this finding and accordingly will reverse the trial court's denial of the Cooks' Motion for a Judgment Notwithstanding the Verdict on the issue of Denise's role as a business partner.

#### 1

The Cooks assert that there is no evidence of a written partnership agreement between them and discount the Woolfs' evidence that was submitted to establish the existence of a partnership between Denise and Otis. The Woolfs, on the other hand, point

[8] On March 8, 2024, the fourth day of the jury trial, Appellees' counsel moved for judgment with respect to Denise Cook. The trial court denied this motion. They renewed this motion the next day and further asserted that the Woolfs' action was barred by laches. The trial court denied both motions.

to what they consider to be extensive proof that Denise was a partner. They set forth the following:

> The following facts, among others, were introduced in support of the Woolfs' claim that Otis Cook and Denise Cook operated a partnership; Mr. Cook and Mrs. Cook resided together on a family farm; Mr. Cook testified that he had to obtain Mrs. Cook's consent to permit the farm to be rented to the Woolfs; Mrs. Cook was present when the eviction notice was served on the Woolfs; Mrs. Cook wrote the vast majority of checks from the joint farming account; the farming account was used for significant personal and business expenses including restaurants, windows for the home, electronics and seafood; Mrs. Cook transferred $200,000 from the farming account to herself; and Mrs. Cook was present when the genetic testing was performed which confirmed that at least one of the Woolfs' cows remained on the Cooks' farm well after the Cooks allegedly sold all of them at an auction.
>
> * * *
>
> Most significantly, Denise Cook was present throughout the trial but offered no testimony. Thus, the trier of fact was permitted to draw an adverse inference from her failure to testify which concludes that her testimony would be unfavorable[.]

Just prior to resuming trial on day five, counsel for the Cooks renewed their motion for judgment on the issue of Denise Cooks' role as a business partner. In response to the motions, the Woolfs' counsel referred the trial court to additional facts about Denise Cook's involvement in the business:

> Your Honor, so with regard to the first issue, we have more evidence now than we did before about Denise Cook's involvement in this case. We have the bank account statements that show that she's on the bank account, receiving the milk checks. We have a 200,000-dollar payment to her on one of those statements. So there's clear evidence that they were involved in a family farm partnership, and she was receiving the benefit of that; that she was present when the notice was delivered to Mr. Cook [sic]; that she participated in farming activities on the farm. So we believe that's sufficient for that issue to go to the jury.

At trial, Earl recalled that when the Woolfs arrived with the cows, Denise "met us most of the time at the gate, helped open gates, and helped unload the cows." Sara Woolf recalled that Denise would be in the "parlor helping milk" and other chores.

**2**

The Maryland Revised Uniform Partnership Act defines a "Partnership" as follows:

> (i) "Partnership" means an association of two or more persons to carry on as co–owners a business for profit formed under § 9A–202 of this title, predecessor law, or comparable law of another jurisdiction and includes, for all purposes of the laws of this State, a limited liability partnership and a foreign limited liability partnership.

Md. Code (1975, 2025 Repl. Vol.), § 9A-101(i) of the Corporations and Associations Article ("CA"). Further, "the unincorporated association of two or more persons to carry on as co–owners a business for profit forms a partnership, whether or not the persons intend to form a partnership and whether or not the association is called 'partnership', 'joint venture', or any other name." CA § 9A-202(a). Our Supreme Court has emphasized:

> It seems well settled that the association of two or more persons to conduct a business in which the parties have an interest and where the parties share in the profits, unexplained, constitutes a partnership; but if it is clear from … the facts and circumstances surrounding the conduct of the business, that the parties themselves did not intend to create a partnership, none will be held to exist. The declared intention of the parties in the agreement, as to whether they intend to form a partnership, is not controlling; for even if the parties deny an intention by their agreement to form a partnership, if what they have done creates the legal relation or status of a partnership, courts will so interpret the agreement and declare the rights and liabilities of partners to exist.

*Southern Can Co. v. Hartlove*, 152 Md. 303, 312-13 (1927). Irrespective of the declared intention of the parties, "the law ... will look at the body and substance of the arrangement, and fasten responsibility on the parties according to their true and real character. It is a question of substance and not of form." *Id*. (cleaned up).

A written agreement is not necessary to create a partnership, where the circumstances and acts of the parties indicate an intention to create a partnership. *See Gosman v. Gosman*, 271 Md. 514, 519 (1974); *In re Hare*, 205 F. Supp. 881, 884-85 (D. Md. 1962). "Partnership is a matter of intention between the parties[,]" and can be shown by "inferences drawn from their conduct." *M. Lit, Inc. v. Berger*, 225 Md. 241, 247 (1961).[9] The "existence of a partnership based on the intent of the parties is an issue of fact[.]" *MAS Assocs., LLC v. Korotki*, 465 Md. 457, 475 (2019). The party asserting the existence of a partnership has the burden of proof. *Id*. at 477. *See also, e.g., Geo. Bert. Cropper, Inc. v. Wisterco Invs., Inc.*, 284 Md. 601, 621 (1979) (citing cases); *LaRoque v. LaHood*, 93 Md. App. 625, 643 (1992), *cert. denied*, 329 Md. 337 (1993).

The sharing of profits does not necessarily establish a partnership. *See Blondell v. Littlepage*, 413 Md. 96, 115 (2020). *See also Southern Can Co.,* 152 Md. at 313. While a

[9] "[P]artnership must be defined to some extent in terms of objective factors, rather than merely in terms of whether the parties wanted to be characterized as partners." 1 Christine Hurt, D. Gordon Smith, Alan R. Bromberg & Larry E. Ribstein, *Bromberg & Ribstein on Partnership,* § 2.01[A], at 2-6 (3rd ed. 2026-1 Supp.).

person who receives a share of the profits of a business is presumed to be a partner,[10] "[j]oint tenancy, tenancy in common, tenancy by the entireties, joint property, common property, or part ownership does not by itself establish a partnership, even if the co-owners share profits made by the use of the property." CA § 9A-202(d)(1).

**3**

By arguing that that Otis and Denise Cook were partners at the time of these events, the Woolfs seek to hold her jointly liable for conversion. The Cooks, of course, are married and reside together on the farm. Proving the formation of a "household" partnership can be challenging. The "problem in determining household partnerships is that aspects of the

[10] Section 9A-202(d)(3) of the Maryland Revised Uniform Partnership Act provides:

> (3) A person who receives a share of the profits of a business is presumed to be a partner in the business, unless the profits were received in payment:
>
> (i) Of a debt by installments or otherwise;
>
> (ii) For services as an independent contractor or of wages or other compensation to an employee;
>
> (iii) Of rent;
>
> (iv) Of an annuity or other retirement or health benefit to a beneficiary, representative, or designee of a deceased or retired partner;
>
> (v) Of interest or other charge on a loan, even if the amount of payment varies with the profits of the business, including a direct or indirect present or future ownership of the collateral, or rights to income, proceeds, or increase in value derived from the collateral; or
>
> (vi) For the sale of the goodwill of a business or other property by installments or otherwise.

relationship that would otherwise resemble partnership take on a different coloration in the family setting. The exercise of control by a spouse may be simply that of a helpmate in marriage rather than that of a partner[.]" 1 Christine Hurt, D. Gordon Smith, Alan R. Bromberg & Larry E. Ribstein, *Bromberg & Ribstein on Partnership,* § 2.09, at 2-135 (3rd ed. 2023-1 Supp.) ("Hurt & Smith"). "In recognition of such ambiguities [presented by household partnerships] some courts have explicitly held the proponent of partnership to a stricter standard of proof in husband-wife situations or have at least refused to find partnership on facts that might have justified partnership if the parties had not been married." *Id*. at 2-136 (footnotes omitted). Moreover, as this Court has explained, absent "evidence to the contrary, [Husband and Wife] are presumed to hold the household goods and furnishings as tenants by the entirety." *Pleasant v. Pleasant*, 97 Md. App. 711, 721 (1993). This fact can blur the boundary between a partnership and a "household" relationship that does not qualify as a partnership. The

> existence of a partnership where the alleged partners are spouses raises complex legal issues. The usual indicia of a partnership are blurred by the marital relationship. The co-owning of property, sharing of profits, and the apparent authority for one spouse to act on behalf of the other are all common to the marital relationship even absent a business.

*In re Lampe*, 331 F.3d 750, 757 (10th Cir. 2003).

The Woolfs, however, claim without citing authority, that "[f]amily partnerships are the rule, not the exception, when it comes to small farms."[11] Their brief follows this statement by pointing out the well-established truism that "[w]ritten partnership agreements often do not exist[,]" and cites to a Social Security overpayment case in which spouses were held to be partners. *Royer v. Apfel*, 2000 WL 1707955 (S.D. Ind. 2000)

In that case, Mr. Royer's former spouse, Ms. Latham, claimed that she was in a partnership with her former husband. If so, then Royer's Social Security retirement benefits would be reduced because partnership earnings would be less than his claimed self-employment income. One-half of the partnership income would then be attributed to Latham, thus increasing her SSA retirement benefits. Because Royer had been overpaid by the SSA based on his inflated self-employment income, the Administration sought to

[11] We are not persuaded. According to a 2019 annual survey by the United States Department of Agriculture,"[t]he vast majority of family farms (about 90 percent) are operated as sole proprietorships owned by a single individual or family. They account for close to 61 percent of the value of production." United States Department of Agriculture, *America's Diverse Family Farms* at 17 [PDF at 19] (U.S.D.A. December 2019) https://ers.usda.gov/sites/default/files/_laserfiche/publications/95547/EIB-214.pdf?v=47519 (accessed at June 24, 2026). Other resources also suggest that a spousal partnership may be relatively uncommon. "Farm partnerships come under the umbrella term 'collaborative farming'[.] … Forms of collaborative farming, particularly farm partnerships, have been identified as a step towards farm succession and inheritance." Brian Leonard, et al., *"The Potential of Farm Partnerships to Facilitate Farm Succession and Inheritance,"* International Journal of Agricultural Management, Volume 6 Issue 1 [PDF at 4] at 5-6 (June 4, 2017) (emphasis added) DOI: 10.5836/ijam/2017-06-04 www.iagrm.com/content/large/journals/ijam/ijam-6.pdf (accessed June 24, 2026)

recover the amount overpaid.[12] A Social Security ALJ and then the Appeals Council upheld the Administration's decision and he appealed to the United States District Court for the Southern District of Indiana.

The federal district court's analysis illustrated the nature and extent of Latham's role in the partnership:

> The absence of a formal partnership agreement does not necessarily mean that a partnership does not exist. Social Security Ruling 84–11, 1984 WL 49793 (S.S.A.1984). Many husband-and-wife businesses that do not follow other customary partnership formalities may be considered as operating partnerships. *Id*. …
>
> Substantial evidence supports the ALJ's finding[.] … [T]he ALJ concluded that Mr. Royer and Ms. Latham had an intent to join together to carry on the farm operation; that they both contributed services to the farm; that they made many management decisions jointly; and that they shared profits and losses. …
>
> [They] had a joint bank account for the farm. … From this account, they paid all monthly bills, including farm supply bills and other farm expenses. … In addition, both Mr. Royer and Ms. Latham were liable for all debt incurred in the financing of the farming operation. …
>
> [T]he ALJ based his conclusion about the partnership on evidence that Ms. Latham also contributed to the farm operation in important ways. … Ms. Latham was primarily responsible for the farm's book--keeping. [F]rom time to time, she helped move machinery; hauled grain, gas, and supplies; and transported hired hands to the fields and made and delivered lunches to them.

*Royer v. Apfel*, 2000 WL 1707955 *4.

[12] *See* 42 U.S.C. § 404(a)(1)(A) (2024).

*Royer* is clearly distinguishable on its facts. The *Royer* court noted that "'[p]artner' and 'partnership' have the same meanings [under the Social Security statute] as under the Internal Revenue Code[.]" *Id.* *3. But as one commentator has noted, however:

> An examination of the definition of a partnership for federal income tax purposes quickly reveals a disparity between the federal tax law definition of a partnership and state law definitions. ... This divergence of purpose produced a federal tax definition of "partnership" that is broader than state law definitions. Thus, some groups or arrangements will be considered partnerships for federal tax purposes while they are clearly not partnerships under state law.

Dana V. Baker, *Comment, Informal Partnerships: Their Status under Federal and State Tax Law*, 59 Neb. L. Rev. 464, 465 (2015) (footnotes omitted). In any event, unlike the tasks performed by Latham in that case, Denise Cook's role, on the record before us, is far more limited even though she took care of milking, feeding cattle and other chores. We are mindful of numerous cases in which a finding of a "household" partnership has been upheld. On this record, however, we discern no basis for considering the *Royer* decision as relevant authority.

A leading Maryland case is also inapposite. In *Gosman v. Gosman*, 271 Md. 514 (1974), the parties each filed for divorce. The wife, Thelma Gosman, also sought a determination that her share of the business was 50%. The facts of that case demonstrate a spouse's very active role in her husband's business. Mr. Gosman had a dairy milk route for 12 years. During this time, Thelma helped raise "a couple of thousand" chickens and brought eggs in from the country. *Id*. at 517. She "gathered the eggs, took orders from, and made sales to, customers, dealt with farmers, answered the telephone, and deposited the sale proceeds in their joint bank account, which was subject to the order of either of them." *Id*. The record in *Gosman* demonstrated an evolving business, one in which Thelma continued to participate in significant ways. Thelma testified:

> I have stocked shelves in the grocery store. I have waited tables in the restaurant. I have waited on tables at night in the night club. I have worked behind the bar in the downstairs bar, which is the restaurant. I have worked in the meat room. I have counted money and deposited bank deposits. I have managed the club when my husband was sick or out of town. Besides decorating, I did the interior design and decoration when we were building it, and I also ran the errands whenever he needed something or building supplies, sometimes I'd go get those, building permits and those kinds of things.

*Id*. at 518. Profits from the business and income from jointly owned real estate holdings that had been purchased with business income "went into the joint bank account subject to the order of either of the Gosmans. From this account checks could be signed by either of the Gosmans to meet their living expenses, although Mrs. Gosman's bills were usually paid by checks drawn by Mr. Gosman." *Id.* at 519.

On these facts, our Supreme Court upheld the circuit court's finding that a partnership existed, thus entitling Thelma to her fair share of the business. The Court observed that "[t]here was, of course, no written agreement, and none is required where the circumstances and acts of the parties indicate an intention to create a partnership[.]" *Id.* at 519 (cleaned up).

What these cases illustrate is the extent of involvement in an enterprise by both spouses, and they offer a stark contrast to the relatively limited work performed by Denise

Cook. We are of the opinion that Denise's participation in the farm as shown below does not meet even a minimum threshold for designating her as a partner.

We turn to the facts as proffered by the Woolfs to show Denise's partnership status. At the outset, we can dispense with the Woolfs' claim that the evidence establishes Denise Cook's role as a partner with her husband because they resided together on the family farm. The fact that spouses reside together offers no support for the Woolfs' claim. This common fact would reasonably justify Mr. Cook's testimony to the effect that he needed Denise's consent to rent the farm to the Woolfs.

Similarly, we are unable to agree with the Woolfs assertion that Denise Cook was present on important occasions that, to them, clearly demonstrate her role as a business partner. She was present when Otis Cook served an eviction notice on the Woolfs; Denise Cook stood by when a DNA test was performed on one of the cows; and she was there when a bill was presented to Mr. Woolf.

Thus far, we discern no basis for comparing Denise Cook's presence at the above events with the active engagement in a business or enterprise that has been the hallmark of the cases finding the existence of a partnership. Again, Denise resided at the farm. Given the unsettled turn in the relationship between her husband and Mr. Woolf, it is not unreasonable to assume that she would want to be present. Further, her appearance when the DNA testing (to confirm the ownership of an animal) was conducted is more than consistent with her status as a defendant in this action. Being a bystander at events that took place on her property does not define the active role of a business partner.

We turn to the Woolfs' arguments about Denise's presence at the trial, her handling of the Cooks' bank account and her endorsement of checks. The Woolfs emphasize that Denise Cook was present at trial but did not testify. At the outset, we see no basis for the argument that Denise Cook's presence at trial without offering testimony has any probative value. Her decision not to take the stand does not justify an adverse inference that she possessed knowledge that would implicate her as a participant in a business with Mr. Cook. The "'missing witness rule,' or 'empty chair doctrine,' permits an 'adverse inference to be drawn from a party's failure to call a material witness, when the circumstances are such that the party should naturally have called the missing witness.'" *Bereano v. State Ethics Com'n*, 403 Md. 716, 738-39 (2008) (quoting Joseph J. Murphy, Jr., *Maryland Evidence Handbook* § 409(B), at 142 (3d ed.1999)). As noted by our Supreme Court in *Bereano*:

> The rule ... is that, if a party has it peculiarly within his power to produce witnesses whose testimony would elucidate the transaction, the fact that he does not do it creates the presumption that the testimony, if produced, would be unfavorable.

*Bereano*, 403 Md. at 741 (quoting *Graves v. United States*, 150 U.S. 118, 121 (1893)). We agree with the Cooks that Denise's appearance on the stand would not "elucidate the transaction." The factual elements that the Woolfs emphasize as support for the proposition that Denise was a business partner were adequately addressed by testimony from both parties.

The Woolfs emphasize the existence of a joint bank account to which receipts from milk sales were deposited and from which Denise drafted checks to pay personal expenses.

We conclude, in the context of the Cooks' status as a married couple through which they own property in some degree of common ownership, possibly holding the account as tenants by the entirety, that the fact that Denise drew from this account for personal expense is not dispositive on this record. *See also, e.g.,* Hurt & Smith, *supra* § 2.09 at 2-135–136 and nn. 5 & 7 (citing cases).

Finally, we note that, while Denise had to be consulted on the issue of who would rent the farm, she was not consulted about the proposed arrangement between Mr. Woolf and Mr. Cook. As was noted by Appellants: "Mr. Woolf did acknowledge that was the only time Mr. Cook mentioned talking to his wife about a decision [regarding renting the farm], '[a]ll the other time, he wanted to keep it between him and I.'" The fact that Otis would exclude Denise from discussions about the proposed relationship with the Woolfs militates against a finding that the Cooks were business partners.

We hold that, on this record, that the evidence admitted at trial "does not rise above speculation, hypothesis, and conjecture, and does not lead to the jury's conclusion with reasonable certainty" on the issue of whether Denise was Otis's business partner. *See Saville*, 418 Md. at 503. Accordingly, we reverse the trial court's denial of the Cooks' Motion for Judgment Notwithstanding the Verdict on this count.

**Denial of the Woolfs' Motion for Partial Summary Judgment**

In their response brief, the Woolfs present a third question for review ("Question[] Presented" II) , and assert that the "sale of the Woolfs' cattle was illegal as a matter of law[.]”[13] They maintained at trial, and continue to do so before us, that the sale of the livestock was illegal under Maryland law and, in the alternative, under Pennsylvania law. For relief, the Woolfs moved for the release of $59,476 held in the circuit court registry, dismissal of the counterclaim with prejudice, and a determination that the Cooks were not entitled to an offset for the care of the Woolfs' cattle. Although the Woolfs have not filed a cross-appeal to challenge the circuit court's denial of their summary judgment motion, we will address their opposition to the Cooks' argument that the verdicts are inconsistent and the lien was lawless. Our Supreme Court in *Paolino v. McCormick & Co.*, 314 Md. 575, 579 (1989) has instructed that

> [w]here a party has an issue resolved adversely in the trial court, but receives a wholly favorable judgment on another ground, that party may, as an appellee, argue as a ground for affirmance the matter that was resolved against it at trial. This is merely an aspect of the principle that an appellate court may affirm a trial court's decision on any ground adequately shown by the record.

*Id.* (cleaned up). The Woolfs, by challenging the legitimacy of the livestock lien obtained by the Cooks prior to the sale of the cattle, have advanced an argument in support of the jury's favorable verdict on the conversion count. Moreover, the lawfulness of the lien and resulting sale are tangentially implicated in the Cooks' argument that the verdicts are irreconcilably inconsistent.

[13] A motions judge, and not the trial judge, denied the Woolfs' Motion for Partial Summary Judgment. The Woolfs aver that “[i]t was and still is [their] position that this motion should have been granted[.]”

On the other hand, we will not review the circuit court's refusal, in ruling on the summary judgment motion, to dismiss the counterclaim that the Woolfs interfered with their contract with New Holland. While an "appellee may, without taking a cross-appeal, urge in support of a decree any matter appearing in the record," he "may not attack the decree with a view either to enlarging his own rights thereunder or of lessening the rights of his adversary[.]" *United States v. American Railway Express Co.*, 265 U.S. 425, 435 (1924) (footnote omitted). Again, although arguments about conversion and the lien are presented in support of the judgments, a cross-appeal is necessary for a review of the merits of the circuit court's refusal to dismiss this count in the Cooks' counterclaim.

**Inconsistent Verdicts**

**1**

The Cooks assert that the verdicts were irreconcilably inconsistent. They specifically challenge the jury's findings that the Woolfs were entitled to proceeds from the livestock sale in the amount of $53,398.39, that the Cooks were liable for conversion in the amount of $121,601.61, and that the Woolfs were liable for interference with the Cooks' contractual relations with the auctioneer and could recover $13,546.61.

The jury returned the special verdict sheet with 42 questions. On the issue of whether a statutory lien existed, the jury answered "Yes" to the Questions 1 & 2:

> 1. Do you find that Otis Cook or Denise Cook (hereinafter "the Defendants") was the owner or operator of a livery stable or other establishment who gives care or custody to any livestock, located at 9734 Bartgis Road, Frederick, Maryland 21702?

> 2. Do you find that the Defendants incurred expenses for the care, custody, board or other maintenance of the Plaintiffs' cattle?
>
> The jurors then responded "No" to the following two Questions:
>
> 3. Do you find that the Defendants incurred expenses for the care, custody, board or other maintenance of the Plaintiffs' cattle?
>
> 4. Do you find that the Defendants' charges were due and unpaid by the Plaintiffs for a period of 30 days or more?
>
> With respect to the conversion count, the special verdict sheet provided:
>
> 11. Do you find that the Defendants, without adequate justification under the law, intended to assert control over the Plaintiffs' cattle which was inconsistent with the Plaintiffs' right?
>
> 12. Do you find that the Defendants[] intended to deprive Plaintiffs of their property?

The jury returned a verdict of "Yes" to both questions and awarded the Woolfs $121,601.61 in compensation for conversion.

On the Tortious Interference with Contractual Relations count, the verdict sheet read:

> 36. Do you find that the Defendants and New Holland Sales Stables, Inc. entered into an agreement to sell the livestock for which the Defendants held a statutory lien on March 29, 2023, at 9:30am?
>
> 37. Do you find that after the sale, Plaintiffs contacted New Holland Sales Stables, Inc. claiming that the Defendants had sent stolen cattle to the livestock sale?
>
> 38. Do you find that as a result of the Plaintiffs' conduct, the Sale Barn placed a stop payment on the proceeds previously paid to the Defendants?
>
> 39. Do you find that as a result of the Plaintiffs' conduct, the Sale Barn did not pay the Defendants the proceeds of the sale?

40. If you answered "Yes" to all of the questions above, what amount of compensatory damages do you award Defendants?

The jury responded "Yes" to each of these questions and awarded the Cooks $13,546.61 in damages.

In their March 21, 2024 "Motion to Alter/Amend Judgment," the Cooks asserted that the jury verdicts were irreconcilably inconsistent, and sought either judgment for the defendants, an order from the trial court remitting or revising the verdict, or a new trial. The trial court denied this motion on May 29, 2024, prompting this appeal.

**2**

"It is well settled that irreconcilably defective verdicts [in civil cases] cannot stand. Where the answer to one of the questions in a special verdict form would require a verdict in favor of the plaintiff and an answer to another would require a verdict in favor of the defendant, the verdict is irreconcilably defective." *Southern Management v. Taha*, 378 Md. 461, 488 (2003) (cleaned up).

The Cooks acknowledge that the jury specifically found that they "did not satisfy all of the statutory elements necessary to sell the Woolfs' cows pursuant to a lien under [Section 16-401 of the Commercial Law Article]." Md. Code. (2013, 2025 Repl. Vol.) § 16-401 of the Commercial Law Article ("CL"). CL § 16-401 provides in part:

(a) The owner or operator of a livery stable or other establishment who gives care or custody to any livestock has a lien on the livestock for any reasonable charge incurred for:

(1) Board and custody;

***

> (4) Other proper maintenance expenses.
>
> (b) If the charges which give rise to the lien are due and unpaid for 30 days and the lienor is in possession of the livestock, the lienor may sell the livestock to which the lien attaches at public sale.

As noted above, the jury found that the Cooks did not "incur[] expenses for the care, custody, board or other maintenance of the [Woolfs'] cattle[.]" And, in any event, the jury found that none of the Cooks' charges "were due and unpaid by the [Woolfs] for a period of 30 days or more."

With respect to Count VII, "**Tortious Interference with Contractual Relations alleged by Defendants**," however, the jurors voted "Yes" to the following question: "Do you find that the Defendants and New Holland Sales Stables, Inc. entered into an agreement to sell the livestock for which the Defendants held a statutory lien on March 29, 2023 at 9:30am?"

**3**

Where, as here, the jury specifically found that there was no prerequisite delinquency to justify a sale of the livestock as authorized by CL § 16-401(b), the sale pursuant to any lien was lawless. As a results, the Woolfs would be entitled to the proceeds from the sale, and the jury's finding of conversion would stand. On this record, we conclude that the jury's responses to Questions 4 and 36 are not irreconcilably inconsistent. The focus on the former was whether the Cooks' charges were unpaid for the requisite period of 30 days, a requisite element for the sale pursuant to a statutory lien, CL § 16-401(b), while the latter verdict (Question 36) addressed the interference with the sales agreement and was not focused on the presence or lawfulness of the lien. The verdicts are easily reconciled because, in the former, the jurors were specifically asked to determine whether all the requisite elements for the sale pursuant to a livestock lien were present; they said "No" and so do we.

Our Supreme Court has emphasized that "'[i]n reconciling a jury's answers to specific interrogatories, we should assume that the jury was rational and consistent, rather than irrational or inconsistent. Our quest should be for a view of the case which would make the jury's findings consistent.'" *Turner v. Hastings*, 432 Md. 499, 517 (2013) (quoting *Edwards v. Gramling Eng'g Corp.*, 322 Md. 535, 547-48 (1991)).

The jury's findings, in answers to Questions 3 and 4, are "consistent with how the jury [found the Cooks liable for conversion]." *See Turner*, 432 Md. at 517. Further, these answers were provided under the first Count: "I. Statutory Lien under Maryland Commercial Code Section 16-401."

The jury's response to Question 36 was tendered within the context of Count "VII. Tortious Interference with Contractual Relations alleged by Defendants." Regardless of the justification of the sale, whether properly sanctioned by a lien or not, the jury could find that the Woolfs interfered with the contractual relations by placing a stop payment on the proceeds. Irrespective of the existence, or legitimacy, of a lien or its resulting sale, the jury was still required to address whether the stop payment "interfered" with the relations between the Cooks and the auctioneer. The jurors were satisfied that a sale took place, although it was not made pursuant to the lien and thus amounted to conversion. The reference to the lien in Question 36 was clearly descriptive, and not a substantive element of the tort. Indeed, the tort could have been completed regardless of the presence/or absence of a lien.[14] In other words, the jury determined that a lien was present, but that a legitimate sale was not.

Because the jury's verdicts were not irreconcilably inconsistent, if inconsistent at all, the jury's finding that the Cooks were liable for conversion was properly upheld by the trial court. We affirm the trial court's denial of the Cooks' Motion to Alter/Amend" and revise the verdict on this point.

**Alternate Basis for Relief**

Appellants assert, as an alternate basis for relief on appeal, that the trial court abused its discretion by not setting aside the award of $53,398.39, which represents the proceeds of the sale. We agree.

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[14] We are unable to find a jury instruction for this count in the trial transcripts. Nevertheless, the Pattern Jury Instruction for "Interference with Contracts - Elements of Liability" provides:

> A person who knows or has knowledge of facts showing that two people have entered into a contract may not intentionally persuade one of those two people to break that contract or deliberately interfere with the carrying out of the contract.

*Maryland Civil Pattern Jury Instruction MPJI-Cv 7:1* Interference with Contracts - Elements of Liability.

The jury awarded the Woolfs the above-referenced amount of the proceeds of the sale and an additional $121,601.61 in compensatory damages on the conversion count.[15] The compensatory damages essentially reflected the value of the cattle, as found by the jury, and, according to the Cooks, the sale proceeds were a component of that value. They assert that the Woolfs' recovery of both figures amounts to "double-dipping." The Woofs, in response, assert that the amount they have recovered is less than the value of the cattle.

We have concluded that the "approach that '[a] remittitur should fix the highest amount any jury could properly award' is widely accepted among state courts that have addressed the issue." *Hebron Volunteer Fire Dep't, Inc. v. Whitelock*, 166 Md. App. 619, 635 (2006) (citing cases). We conclude that the trial court abused its discretion by not granting a remittitur to eliminate the excessive award.[16]

**JUDGMENT OF THE CIRCUIT COURT FOR FREDERICK COUNTY AFFIRMED IN PART AND REVERSED IN PART; PARTIES TO BEAR THEIR OWN COSTS.**

[15] The trial court entered a total judgment of $161,453.39, reflecting the jury's verdicts ##9, 13 and 40.

[16] Although the Woolfs strenuously maintain that the value of their cattle greatly exceed the combined awards, the jurors did not set a specific value outside their conversion finding.