

Circuit Court for Calvert County  
Case No.: C-04-CV-23-000323

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1914

September Term, 2024

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ALAN W. SCAGGS

v.

NANCY L. BROWN

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Berger,  
Leahy,  
Eyler, James R.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Eyler, J.

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Filed: December 9, 2025

\*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).

Appellee, Nancy Brown, filed a complaint for unjust enrichment and conversion in the Circuit Court for Calvert County against appellant, Alan Scaggs. Following a bench trial, the court ruled in favor of Ms. Brown as to her unjust enrichment claim and entered a \$50,000 judgment against Mr. Scaggs. Mr. Scaggs noted the instant appeal where he asks us the following three questions:

- I. Did the [c]ourt err in concluding that a quasi-contractual cause of action can be permitted in the presence of an express contract?
- II. Did the [c]ourt err in concluding that [Ms. Brown’s] behavior did not represent “unclean hands” which should have barred [her] recovery?
- III. Did the [c]ourt err in concluding that all elements of the cause of action for unjust enrichment were proven by a preponderance of evidence to satisfy [Ms. Brown’s] burden?

For the reasons we shall discuss, we answer those questions in the negative, and we shall affirm the judgment of the circuit court.

### **BACKGROUND**

Mr. Scaggs is the brother-in-law of Ms. Brown. Cynthia Scaggs, Mr. Scaggs’ wife and Ms. Brown’s sister, passed away in August of 2021. Several years prior, in 2015, Ms. Brown relocated from Virginia to 910 Adelina Road (the “Property”) in Calvert County, Maryland to help care for her and Mrs. Scaggs’ mother, Naomi Griffin. Although Ms. Griffin once owned and remained on the Property, she had gifted the Property to Mr. and Mrs. Scaggs in 1997. The Scaggs lived in a separate home in Calvert County.

At some point thereafter, Mr. and Mrs. Scaggs and Ms. Brown began discussions of Ms. Brown purchasing the Property. Ultimately, the parties reached an oral agreement where Ms. Brown would purchase the Property for \$260,000, with a \$100,000 down

payment. In October of 2019, Ms. Brown made the \$100,000 down payment by check to Mrs. Scaggs, which was placed in a joint account in Mr. and Mrs. Scaggs’ names.

In February of 2020, Mr. and Mrs. Scaggs and Ms. Brown signed an “Agreement to Sell Real Estate” for the sale of the Property to Ms. Brown. Although both parties agree that the purchase price was \$260,000, they listed a purchase price of \$170,000 in the agreement.<sup>1</sup> However, in December of 2020, Mr. and Mrs. Scaggs notified Ms. Brown that they were increasing the Property’s purchase price to \$300,000. Ms. Brown asserted that she could not afford the increased price and sought the return of her down payment.

Mr. and Mrs. Scaggs returned \$50,000 of Ms. Brown’s \$100,000 down payment: \$30,000 from Mrs. Scaggs, by check dated March 5, 2021, and \$20,000 from Mr. Scaggs, by a cashier’s check dated December 9, 2021.<sup>2</sup> Thereafter, Ms. Brown sought the remainder of her down payment from Mr. Scaggs, but “he just said, we’ll see.” In July of 2023, Mr. Scaggs sold the Property for \$290,000 to Linda Rubis, another sister of Ms. Brown’s.

Meanwhile, Ms. Brown’s brother, Gerald Griffin, was going through a divorce in Alachua County, Florida. On March 26, 2020, Mr. Griffin’s wife, Arbutus Langley, filed an amended petition in the Circuit Court for Alachua County for dissolution of marriage and named Ms. Brown and Mrs. Scaggs as third-party respondents, asserting that Mr. Griffin “fraudulently transferred marital assets to” Ms. Brown and/or Mrs. Scaggs “for the

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<sup>1</sup> At trial, the explanation Ms. Brown gave for the discrepancy was that she was “trying to get a loan of \$170,000” and that she was under the impression that “the only way [she] could get a loan was to say that the sales price was \$170,000.”

<sup>2</sup> Mrs. Scaggs passed away roughly four months after issuing the March check.

‘purchase of a home.’” However, in January of 2021, Mr. Griffin’s counsel filed a motion to dismiss the case, noting that Mr. Griffin died the month prior. Following no opposition by Ms. Langley, on February 1, 2021, the case, including the claims against Ms. Brown and Mrs. Scaggs, were dismissed. The Circuit Court for Alachua County made no findings regarding the claims against Ms. Brown or Mrs. Scaggs, and the record includes no indication that Ms. Langley filed any additional claims against Ms. Brown or Mrs. Scaggs.

On June 20, 2023, Ms. Brown filed a complaint for unjust enrichment and conversion against Mr. Scaggs, asserting that “to date, [Mr. Scaggs] has refused to return the balance of the [d]own [p]ayment to [Ms.] Brown.” On October 2, 2024, the parties appeared before the circuit court for a bench trial. At trial, counsel for Mr. Scaggs questioned Ms. Brown about the source of the \$100,000 down payment for the Property. Ms. Brown testified that the down payment was originally Mr. Griffin’s money, but that after Mr. Griffin became sick, he moved in with her in Calvert County and that “him and I had an agreement that if I took care of him that he would make sure that I was taken care of and that I would -- and that I would take care of him as well. So that money went to me.”

At the close of Ms. Brown’s case, Mr. Scaggs made a motion for judgment. As to Ms. Brown’s unjust enrichment claim, Mr. Scaggs asserted that Ms. Brown’s claim was barred by the parties’ contract and by the doctrine of unclean hands. The court granted the motion for judgment as to Ms. Brown’s conversion claim but denied it as to her unjust enrichment claim. At the conclusion of trial, the court ruled in favor of Ms. Brown and

entered judgment in the amount of \$50,000 against Mr. Scaggs. Mr. Scaggs noted the instant appeal.

Additional facts will be provided as necessary.

## **DISCUSSION**

### **I. The court did not err in ruling in favor of Ms. Brown as to her unjust enrichment claim.**

#### **A. Parties’ Contentions**

Mr. Scaggs asserts that, because the parties “entered into an express contract for the sale of real estate[,]” Ms. Brown’s claim for unjust enrichment, a quasi-contractual cause of action, should have been dismissed, citing *County Commissioners of Caroline County v. J. Roland Dashiell & Sons, Inc.*, 358 Md. 83 (2000) (“*Dashiell*”). Further, he contends that Ms. Brown failed to prove that she, not Mr. Griffin, conferred a benefit upon Mr. Scaggs, and thus, that she did not satisfy at least one element of an unjust enrichment claim. Ms. Brown responds that the court properly ruled in favor of her unjust enrichment claim because there was no contract between the parties after the Scaggs increased the purchase price. Further, she responds that each of the unjust enrichment elements were proven at trial, including “that it was [Ms. Brown] who made the down payment[,]” not Mr. Griffin.

#### **A. Legal Framework**

“Unjust enrichment is ‘the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience.’” *Royal Inv. Grp., LLC v. Wang*, 183 Md. App. 406, 439 (2008) (quoting *Richard F. Kline, Inc. v. Signet Bank/Maryland*, 102 Md. App. 727, 731

(1995)). It provides that “[a] person unjustly enriched at the expense of another is required to make restitution to the other.” *Id.* There are three elements to an unjust enrichment claim:

1. A benefit conferred upon the defendant by the plaintiff;
2. An appreciation or knowledge by the defendant of the benefit; and
3. The acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without the payment of its value.

*Hill v. Cross Country Settlements, LLC*, 402 Md. 281, 295 (2007) (quoting *Berry & Gould, P.A. v. Berry*, 360 Md. 142, 151-52 (2000)).

As a quasi-contract cause of action, generally, “a claim for unjust enrichment may not be brought where the subject matter of the claim is covered by an express contract between the parties.” *Dashiell*, 358 Md. at 96 (quotation marks and citation omitted).<sup>3</sup> In other words, it serves as a remedy “to provide relief for a plaintiff when an enforceable contract does not exist but fairness dictates that the plaintiff receive compensation[.]” *Id.* at 97 (quotation marks and citation omitted).

Additionally, a contract consists of three elements: “offer, acceptance, and consideration.” *B-Line Med., LLC v. Interactive Digit. Sols., Inc.*, 209 Md. App. 22, 46 (2012). Moreover, “[i]n order to make or modify a contract there must be mutual assent[.]” *L & L Corp. v. Ammendale Normal Inst.*, 248 Md. 380, 384 (1968); *see also Maryland Supreme Corp. v. Blake Co.*, 279 Md. 531, 541 (1977) (noting that mutual assent is an

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<sup>3</sup> Exceptions include “when there is evidence of fraud or bad faith, there has been a breach of contract or a mutual rescission of the contract, when rescission is warranted, or when the express contract does not fully address a subject matter.” *Dashiell*, 358 Md. at 100 (footnotes omitted).

“essential feature of every contract”). In short, “the validity of a contract depends upon the two prerequisites of mutual assent . . . namely, an offer and an acceptance.” *Cnty. Comm’rs for Carroll Cnty. v. Forty W. Builders, Inc.*, 178 Md. App. 328, 377 (2008) (quotation marks and citation omitted).

Finally, in an appeal of an action tried without a jury, this Court “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.” Md. Rule 8-131(c). In accordance therewith, “[w]hen the trial court’s decision ‘involves an interpretation and application of Maryland statutory and case law, our Court must determine whether the lower court’s conclusions are legally correct.’” *Clickner v. Magothy River Ass’n, Inc.*, 424 Md. 253, 266 (2012) (quoting *White v. Pines Cmty. Improvement Ass’n, Inc.*, 403 Md. 13, 31 (2008)).

## **B. Analysis**

### **i. The court correctly concluded that there was no contract between the parties.**

Although Mr. Scaggs acknowledges that “[t]he sale was never consummated[,]” he nonetheless contends that, because the parties once “entered into an express contract[,]” Ms. Brown was prohibited from prevailing on her unjust enrichment claim under *Dashiell*. Mr. Scaggs’ reliance on *Dashiell* is misplaced. There, the Court addressed unjust enrichment claims “‘when a contract exists between the parties concerning the same subject matter on which the quasi-contractual claim rests.’” *Dashiell*, 358 Md. at 96 (quoting *Mass Transit Admin. v. Granite Constr. Co.*, 57 Md. App. 766, 776 (1984)). The Court held that “[t]he

subject matter of respondent’s claim—recovery of money for work performed on the Detention Center—is covered specifically by several valid and enforceable provisions of the written contract between the parties[.]” and accordingly, that unjust enrichment was improper. *Id.* at 100.

Here, there was no valid enforceable contract between the parties. A contract for the sale of property has to be in writing to be enforceable. Md. Code, Real Property § 5-103. Initially, the parties agreed orally upon the sale of the Property, and they reduced it to writing. Later both parties, not just one, agreed that the price stated in the agreement was incorrect. Nevertheless, they could not agree on the price to be inserted, did not request reformation of the contract, and if they had, the court could have denied it because the parties did not agree. Mr. Scaggs had returned half of the down payment and sold the Property to someone else. The court did not err in concluding that the written contract was not enforceable because both parties agreed that the price was incorrect. Price was a necessary element of the contract. There is no reasonable assertion that “a contract exists between the parties concerning the same subject matter on which” Ms. Brown’s unjust enrichment claim rests. *Dashiell*, 358 Md. at 96 (cleaned up).

**ii. The court correctly concluded that the evidence satisfied the elements of unjust enrichment.**

The court correctly determined that Ms. Brown had demonstrated each element of unjust enrichment. Indeed, the testimony and evidence demonstrated a benefit conferred upon Mr. Scaggs and Mr. Scaggs’ knowledge of that benefit. Mr. Scaggs’ own testimony was that Ms. Brown made the \$100,000 down payment, that the money was deposited into

the Scaggs’ joint account, and that “part of it” went to Mr. Scaggs’ brother for purchase of a property:

[Counsel for Mr. Scaggs:] So there was an initial payment of -- or there was a down payment of \$100,000.

[Mr. Scaggs:] Correct.

[Counsel for Mr. Scaggs:] And what happened to that?

[Mr. Scaggs:] The 100,000 went into our joint account, and then I guess [Mrs. Scaggs] just started using it for whatever. And part of it went to my brother. We had inherited a piece of property jointly, and I bought his half out.

[Counsel for Mr. Scaggs:] And I have a deed in reference to that. Do you remember how much you paid your brother?

[Mr. Scaggs:] We paid him 100,000.

Additionally, the court concluded that Mr. Scaggs’ retention of the down payment would be inequitable under the facts, noting that Mr. Scaggs had “received a bit of a windfall” from failing to return Ms. Brown’s down payment:

Mr. Scaggs used some of that money to buy out his brother and then went ahead and sold the property to another sibling, Ms. Rubis, for 290,000, which was more than the original. So he was able to use that money and get the property back to sell to someone else and received a bit of a windfall from that.

Mr. Scaggs challenges the court’s findings that Ms. Brown conferred a benefit upon him and that his retention of the benefit would be inequitable. In support, he asserts that the court erred in finding that Ms. Brown, not Mr. Griffin, conferred the benefit upon him because the down payment was “money belonging to [Mr. Griffin], not [Ms. Brown]” and that “[a]ccordingly, it is clear that the ‘benefit’ was conferred by [Mr. Griffin] and not by [Ms. Brown].” (Emphasis omitted.) We disagree. While the record indicates that the down

payment was originally Mr. Griffin’s money, the undisputed testimony at trial was that Mr. Griffin gave that money to Ms. Brown after she agreed to take care of him.

Mr. Scaggs also contends that “for the reasons described in [his unclean hands argument], it would not be ‘inequitable’ for [Mr. Scaggs] to retain the ‘benefit[.]’” As we discuss *infra*, we are unpersuaded by Mr. Scaggs’ argument that the court erred in concluding that the doctrine of unclean hands did not bar her recovery. Nor do we agree that the court erred in concluding that Mr. Scaggs’ retention of half of Ms. Brown’s \$100,000 down payment for the Property, despite having sold the Property to a third party, would be inequitable.

**II. The court did not err in concluding that the doctrine of unclean hands did not bar Ms. Brown’s recovery.**

Mr. Scaggs asserts that the court erred in concluding that it could not “make a finding that [Ms. Brown] came into [the money] by any improper, fraudulent, or other means to say that she came into it with unclean hands.” In support, he asserts that, “[w]hile there is no evidence in this case that [Ms. Brown] committed perjury[.]” Ms. Brown “hid[] [Mr. Griffin’s] assets from his wife” and her actions were “illegal, immoral, self-interested and inequitable.” In response, Ms. Brown asserts that the court’s ruling should be affirmed and that “dismissed allegations in another state’s courts” do not “form the basis for a finding of ‘unclean hands.’”

“[I]n a general sense, [the doctrine of unclean hands] may be said to mean that courts of equity will not lend their aid to anyone seeking their active interposition, who has been guilty of fraudulent, illegal, or inequitable conduct in the matter with relation to which he

seeks assistance.” *Hlista v. Altevogt*, 239 Md. 43, 48 (1965). “The doctrine does not mandate that those seeking equitable relief must have exhibited unblemished conduct in every transaction to which they have ever been a party[.]” *Dickerson v. Longoria*, 414 Md. 419, 455 (2010) (cleaned up). Instead, the facts must “actually disclose unclean hands,” or “fraudulent, illegal, or inequitable conduct[.]” *Hlista*, 239 Md. at 48. On appeal, “we disturb a trial court’s decision to invoke the doctrine [of unclean hands] only when the court abuses its discretion.” *Hicks v. Gilbert*, 135 Md. App. 394, 401 (2000).

Based upon the record before us, we cannot say that the court erred in concluding that the doctrine of unclean hands did not bar Ms. Brown’s recovery. The court properly noted that the Florida circuit court did not make any findings of fraudulent, illegal, or inequitable conduct before dismissing the claims against Ms. Brown. Indeed, the record reflects that Ms. Langley did not oppose dismissal of those claims and Mr. Scaggs points to no additional claims – civil or criminal – demonstrating potentially fraudulent, illegal, or inequitable conduct against Ms. Brown. Instead, the record indicates that Ms. Brown testified, without objection, that Mr. Griffin gave her the money after Ms. Brown agreed to take care of him. Finally, Mr. Scaggs’ own witness and the ultimate purchaser of the Property, Ms. Rubis, testified that Ms. Brown “never said she was hiding” Mr. Griffin’s assets and instead, only that she wished “to protect his assets.” We cannot say that the court abused its discretion under these facts.

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