

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 0054

September Term, 2015

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OCEAN HOLDINGS, LLC

v.

THOMAS P. DORE, ET AL.  
SUBSTITUTE TRUSTEES

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Meredith,  
Reed,  
Thieme, Raymond G., Jr.  
(Retired, Specially Assigned),

JJ.

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Opinion by Reed, J.

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Filed: May 9, 2016

\*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

This appeal was brought by Ocean Holdings, LLC (hereinafter “Ocean Holdings”) from the Circuit Court for Prince George’s County’s denial of its motion for abatement on February 25, 2015. Ocean Holdings purchased the property located at 14207 Oxford Drive, Laurel, Maryland 20707 (hereinafter “the Property”) at a foreclosure sale on April 18, 2014. In its denied motion, Ocean Holdings argued that in accordance with Md. Rule 14-305, it was entitled to an abatement of interest, taxes, and other charges that accrued on the Property from 60 days after the sale through the date on which the sale was ratified by the court. Ocean Holdings presents two questions for our review, which we have reduced to one and rephrased:<sup>1</sup>

1. Did the circuit court commit an abuse of discretion in denying the appellant’s motion for abatement of interest, taxes, and other charges that accrued on the Property from June 17, 2014, to October 14, 2014?

For the following reasons, we answer this question in the negative. Therefore, we affirm the judgment of the circuit court.

#### **FACTUAL AND PROCEDURAL BACKGROUND**

As we have already indicated, the property located at 14207 Oxford Drive, Laurel, Maryland 20707 was sold to Ocean Holdings at a foreclosure sale on April 18, 2014. At

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<sup>1</sup> The appellant provided the following questions *verbatim*:

1. Where ratification of a foreclosure sale is delayed by court review, is the foreclosure purchaser entitled to an abatement?
2. Where ratification of a foreclosure sale is delayed by causes or persons beyond the foreclosure purchaser’s control, is the foreclosure purchaser entitled to an abatement of taxes and other accruing charges in addition to an abatement of interest?

the time of the sale, Ocean Holdings executed and signed a Contract of Sale at Public Auction (hereinafter “the Contract”). The Contract sets the terms of the sale as follows:

[ ] A deposit in a form acceptable to the Substituted Trustee in the amount of \$34,000.00 will be required of the purchaser, other than the Holder of the Note or its assigns, at the time and place of sale. Any amount tendered at sale in excess of the required deposit will be refunded and not applied to the purchase price. Unless the purchaser is the Holder of the Note or its assigns, the balance of the purchase price shall be paid immediately with available funds within ten (10) days of the final ratification of the sale by the Circuit Court for Prince George’s County. Time is of the essence. **The purchaser, other than the Holder of the Note or its assigns, shall pay interest at the rate of 6.50000% per annum on the unpaid portion of the purchase price from the date of sale to date of settlement. Real property taxes and assessments shall be adjusted to the date of sale and assumed thereafter by the purchaser.** Ground rent, water and/or sewer charges public or private, if any, shall be adjusted to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be paid by the purchaser. Purchaser shall have the responsibility of obtaining possession of the property.

**In the event settlement is delayed for any reason, there shall be no abatement of interest.** If the purchaser defaults, the entire deposit is forfeited. The Substituted Trustees shall resell the property at the risk and expense of the defaulting purchaser. The defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorney fees, all other charges due, and incidental and consequential damages. Defaulting purchaser also agrees to pay the Substituted Trustees’ attorney a fee of \$500.00 in connection with the filing of a motion to resell.

In the event the Substituted Trustees do not convey title for any reason, purchaser’s sole remedy is return of the deposit. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee’s attorney. The Substituted Trustees shall have the right to terminate this contract in the

event the Holder or its Servicer has entered into any agreement with, or accepted funds from, the mortgagor. Upon termination of the contract, Purchaser's sole remedy shall be return of the deposit.

(emphasis added). On April 23, 2014, the appellees, the substitute trustees of the Property, timely reported the sale to the circuit court, which, on April 30, 2014, duly issued a Notice of Report of Sale. The circuit court ratified the sale on October 14, 2014.

On October 27, 2014, Ocean Holdings filed a motion for abatement of interest, taxes, and other charges that accrued on the property from June 17, 2014, to October 14, 2014. The motion alleged that “[a]s the Court of Appeals observed in *Zorzit v. 915 W. 36th Street, LLC*, 197 Md. App. 91, 12 A.3d 698 (2011), Maryland Rule 14-305(a) and (c) are structured to require sales to be ratified within 60 days after a sale takes place.” Therefore, the motion went on to allege that “[t]he purchase price should be equitably abated . . . accounting from 60 days after the date of Sale, June 17, 2014, through the date of ratification, October 14, 2014, for a total abatement of \$2,441.46.” On November 5, 2014, Ocean Holdings filed an amendment to its motion to change the amount of abatement sought. In the amendment, Ocean Holdings stated that “due to a calculation error[,] . . . [t]he purchase price should [actually] be . . . abated by . . . \$3,776.25.” The amended abatement amount, like the amount included in the original motion, reflects the sum of the interest on the unpaid portion of the bid price plus the real estate taxes that accrued on the Property from June 17, 2014, through October 14, 2014.

The appellees filed their opposition on November 10, 2014, and thereafter, by written Order of the Honorable Toni E. Clarke dated February 25, 2015, Ocean Holdings’

motion for abatement was denied. On March 9, 2015, Ocean Holdings noted their timely appeal.

### STANDARD OF REVIEW

We have summarized the standard for appellate review of denials of motions for abatement of interest as follows:

“Whether to abate the payment of interest by a [foreclosure sale] purchaser ... is a decision entrusted to the discretion of the hearing judge.” *Thomas v. Dore*, 183 Md. App. 388, 405, 961 A.2d 655 (2008). We therefore review a circuit court's decision to abate interest under the “familiar abuse of discretion standard.” *Baltrosky v. Kugler*, 395 Md. 468, 477 n. 7, 910 A.2d 1089 (2006).

This Court has aptly noted that “a ruling reviewed under an abuse of discretion standard will not be reversed simply because the appellate court would not have made the same ruling.” *North v. North*, 102 Md. App. 1, 14, 648 A.2d 1025 (1994). Rather, an abuse of discretion might occur when the trial court's decision “either does not logically follow from the findings upon which it supposedly rests or has no reasonable relationship to its announced objective.” *Id.*

*Zorzit*, 197 Md. App. at 96-97. Thus, our determination whether to affirm or reverse the circuit court's denial of Ocean Holdings' motion for abatement will ultimately hinge on the application of the abuse of discretion standard of review. However, in order to be able to make that determination, we must first answer certain questions of law that are novel in Maryland, such as whether the circuit court constitutes a “person” under the third exception in *Donald v. Chaney*, 302 Md. 465, 477 (1985), to the general rule that foreclosure sale purchasers “pay interest upon the unpaid balance for the period between the time fixed for settlement and the date of the actual settlement,” *id.*, and whether the same legal principles

that apply to motions for abatement of interest also apply to motions for abatement of property taxes and other fees. In answering these questions, we shall apply the *de novo* standard of review. *See Schisler v. State*, 394 Md. 519, 535 (2006) (“[W]here an order of the trial court involves an interpretation and application of Maryland constitutional, statutory or case law, our Court must determine whether the trial court’s conclusions are ‘legally correct’ under a *de novo* standard of review.”).

## DISCUSSION

### I. ABATEMENT OF INTEREST

#### A. Parties’ Contentions

First and foremost, Ocean Holdings argues in its brief that “[t]he mere presence of a contractual provision<sup>2</sup> for payment of interest or any other charges which accrue to the purchaser’s detriment is not dispositive of the issue of whether the Purchaser is entitled to an abatement.” (footnote not in original). In support of this argument, Ocean Holdings points out that under Maryland law, the presumption is that a foreclosure sale purchaser is not entitled to an abatement of interest. “Such interest,” according to Ocean Holdings, “was always considered to be due despite delays ‘for whatever reason’ except for certain exceptions.” Therefore, Ocean Holdings asserts that the abatement of interest provision in the Contract carries no weight, as it does nothing more than declare preexisting law.

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<sup>2</sup> The abatement of interest provision, which is emphasized in the quoted portion of the Contract, *supra*, simply provides that “[i]n the event settlement is delayed for any reason, there shall be no abatement of interest.”

Ocean Holdings also contends in its brief that “the issue of whether abatement may be granted in the face of an express provision prohibiting it has already been decided adversely to the Substitute Trustees in [*Zorzit, Thomas, and Donald*].” Ocean Holdings acknowledges that contractual provisions prohibiting abatement of interest are presumptively valid, but argues that in *Zorzit* and *Thomas*, such provisions were set aside because the delay in settlement was “caused by the conduct of other persons beyond the power of the purchaser to control or ameliorate.” *Donald*, 302 Md. at 477. Ocean Holdings asserts that the circuit court, which caused the delay in the present case, constitutes a “person” under this third *Donald* exception<sup>3</sup> in the same way as it does under Md. Rule 1-202(t).<sup>4</sup> Ocean Holdings contends in its brief that the court must be a “person” in this context since “[t]he trustees are not the true sellers of the property [in foreclosure sales]. The court is.”

Lastly, Ocean Holdings argues “[because] Maryland Rules 14-305(a) and (c) are structured to require sales to be ratified within 60 days after a sale takes place[,] . . . [the] court [should have] ordered [an] abatement[] from . . . 60 days after the sale through the date of final ratification of the sale.”

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<sup>3</sup> This issue, namely whether a contractual provision prohibiting abatement of interest should be equitably set aside for delay caused by the court, has yet to be decided in a Maryland case.

<sup>4</sup> This section defines a “Person” under the Maryland Rules as “any individual, general or limited partnership, joint stock company, unincorporated association or society, municipal or other corporation, incorporated association, limited liability partnership, limited liability company, the State, its agencies or political subdivisions, *any court*, or any other governmental entity.” (emphasis added).

The appellees argue that the circuit court did not abuse its discretion in denying the motion for abatement. The appellees cite *Zorzit*, *Thomas*, and *Baltrotsky* as the three cases in which “Maryland appellate courts have considered the application of the contractual term prohibiting abatement of interest.” In each of these cases, the appellees point out, the provision prohibiting abatement was set aside under the third exception in *Donald*. They argue, however, that the present case can be differentiated by the fact that in *Zorzit*, *Thomas*, and *Baltrotsky*, it was the mortgagor, not the court, who caused the delay by filing exceptions to the sale prior to ratification.

The appellees further argue contractual terms prohibiting abatement of interest are presumptively valid in Maryland and that the burden is on the purchaser to rebut this presumption. They also assert that the circuit court does not constitute a “person” within the context of the third *Donald* exception because “[the] court, unlike the mortgagors in *Zorzit*, *Thomas*, and *Baltrotsky*, does not stand to profit or gain advantage from any delay in ratification,” and thus the public policy concerns underlying the exception do not apply.

Finally, the appellees contend that despite Ocean Holdings’ assertion to the contrary, the Maryland Rules do not mandate that courts must ratify foreclosure sales within 60 days. They argue that “[Md. Rule 14-305(e)] does not set forth a time period in which the circuit court must determine that it is satisfied that the sale was fairly and

properly made.”<sup>5</sup> The appellees assert that Md. Rule 14-207.1, as amended in 2009, permits circuit courts to

adopt procedures to screen pleadings and papers filed in an action to foreclose a lien. If the court determines that the pleadings or papers filed do not comply with all statutory and Rule requirements, it may give notice to the plaintiff and each borrower, record owner, party, and attorney of record that the action will be dismissed without prejudice or that some other appropriate order will be entered by reason of the non-compliance if the plaintiff does not demonstrate within 30 days that the papers are legally sufficient or that the deficiency has been cured.

*Id.* at § 14-207.1(a). The appellees contend that like Rule 14-305(e), Rule 14-207.1(a) leaves the timing of foreclosure reviews to the discretion of the circuit court. They argue “[t]here is nothing in the Maryland Rules that states ratification on day 61 or thereafter is presumptively unreasonable,” and that Ocean Holdings can point to no evidence in the record that the time the circuit court took to ratify the sale was unreasonable. Furthermore, the appellees assert that “the circuit court is in the best position to have an overall view of [its own] administration, case load and personnel involved in case management.” They

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<sup>5</sup> Md. Rule 14-305(e) provides:

**Ratification.** The court shall ratify the sale if (1) the time for filing exceptions pursuant to section (d) of this Rule has expired and exceptions to the report either were not filed or were filed but overruled, and (2) *the court is satisfied that the sale was fairly and properly made*. If the court is not satisfied that the sale was fairly and properly made, it may enter any order that it deems appropriate.

(emphasis added).

contend it is important for circuit courts to have discretion with regards to timing, especially given that the number of foreclosure actions in Maryland has increased substantially in recent years.<sup>6</sup>

### **B. Analysis**

For the reasons stated herein, we shall hold that the circuit court did not commit an abuse of discretion in denying Ocean Holdings an abatement of the interest that accrued on the Property from June 17, 2014, to October 14, 2014.

We begin with the general rule, which is that “in the absence of [extenuating circumstances or] special provisions in the sale offer, a delay . . . would not discharge a purchaser from the obligation to pay interest from the date fixed for settlement by the terms of sale until a delayed settlement date.” *Donald*, 302 Md. at 478. However, like every general rule, it is not without exceptions, which the Court of Appeals has delineated:

[A] purchaser at a judicial sale will be excused from [the] requirement to pay interest upon the unpaid balance for the period between the time fixed for settlement and the date of actual settlement only when the delay stems from neglect on the part of the trustee (*Oldenburg v. Regester*; *Merryman v. Bremmer*, both *supra*); was caused by necessary appellate review of lower court determinations (*Leviness v. Consol. Gas*

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<sup>6</sup> The appellees cite *Granados v. Nadal*, 220 Md. App. 482, 492 (2013), in which we discussed the rise in foreclosure actions:

In 2010, . . . the General Assembly once again addressed the persistent rise in foreclosure actions in Maryland. After passage of the 2008 legislation, foreclosures continued to escalate, with total foreclosure activity increasing 67% over one year—from 29,790 foreclosures in 2008 to 44,463 in 2009—and rising 13% in the last quarter of 2009. *See* Department of Legislative Services, *Fiscal and Policy Note for House Bill 472, Revised*, at 7–8, 15 (2010).

*Co.*, 114 Md. 573, 80 A. 304) or was caused by the conduct of other persons beyond the power of the purchaser to control or ameliorate (*Raith v. Bldg. & Loan Ass'n, supra* ).

*Id.* at 477. The first and second of these exceptions—namely, “neglect on the part of the trustee . . . [and delay] caused by necessary appellate review of lower court determinations,” *id.*—are of no consequence in the present case. The application of the third exception, however, is critical. Ocean Holdings argues that the circuit court constitutes a “person” whose “conduct . . . [is] beyond the power of the purchaser to control or ameliorate.” *Id.* If the circuit court is such a “person,” then the third exception would apply and Ocean Holdings would be entitled to an abatement of interest. However, before we address this issue, we shall first address Ocean Holdings’ argument that the Contract provision prohibiting abatement of interest is “of no weight whatsoever, but merely declaratory of preexisting law.”

As we just insinuated, Ocean Holdings asserts that the following provision of the Contract is of no moment: “In the event settlement is delayed for any reason, there shall be no abatement of interest.” Although Ocean Holdings is correct in that our resolution of this case would remain the same if the Contract was silent as to abatement of interest, we find it worthwhile to reiterate our previous holding that provisions against abatement of interest are “presumptively binding” in Maryland. In *Zorzit*, we noted that

the terms set forth in an advertisement of a foreclosure sale, unless modified by an announcement made at the sale, become the terms of the contract when the sale is ratified by the trial court. [H]owever, . . . [because] those contractual provisions are “presumptively binding,” . . . [t]he contractual provision may be “trumped.”

197 Md. App. at 106-07 (internal citations and quotations omitted). Thus, while Ocean Holdings is correct that the provision of the Contract prohibiting abatement of interest does not affect our analysis<sup>7</sup> because it merely states the general rule under Maryland common law,<sup>8</sup> the “presumptively binding” nature of this provision sets the stage for us to determine whether “[t]he present case presents an occasion where public policy, in this case, the exercise of discretion pursuant to the equitable principles articulated in *Donald*, counsels that the provision allocating the payment of interest to the purchaser was set aside properly.” *Id.* at 107 (quoting *Baltrotsky*, 395 Md. at 405).

In *Donald*, the foreclosure sale contract was silent with respect to abatement of interest. See *supra* n. 7. However, in *Zorzit*, *Thomas*, and *Baltrotsky*, the contracts were not so silent. In each of those cases, there existed a contractual provision prohibiting abatement of interest that was set aside under the exception for “[delays] caused by the conduct of other persons beyond the power of the purchaser to control or ameliorate.” *Donald*, 302 Md. at 477.

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<sup>7</sup> We say this because both this Court and the Court of Appeals have applied the *Donald* exceptions to determine whether a purchaser was entitled to an abatement of interest regardless of whether a contractual provision prohibiting such an abatement existed. Compare *Donald*, 302 Md. at 473 (“The ad was silent as to payment of interest upon the unpaid balance”) with *Zorzit*, 197 Md. App. at 108 (“In the instant case, the ‘Terms of Sale’ section of the advertisement of the foreclosure sale . . . included a provision stating that, “[i]n the event settlement is delayed for any reason, there shall be no abatement of interest”).

<sup>8</sup> For a detailed discussion of “the development of the general rule and the exceptions thereto,” see *Thomas*, 183 Md. App. at 392-95.

In *Zorzit*, the most recent of the aforementioned cases, which together make up the entire body of Maryland case law on contractual provisions prohibiting abatement of interest, we noted that “[i]t is beyond dispute that the final ratification of the foreclosure sale was delayed for seventy-seven days because the former owners filed exceptions.” 197 Md. App. at 108-09. Therefore, we held that

[i]t is clear from the record in the case *sub judice* that . . . the time period from the initial date set for final ratification of the foreclosure sale . . . to the actual date of final ratification . . . fits squarely within the third equitable circumstance delineated in *Donald*, because [that period] constituted a delay “caused by the conduct of other persons beyond the power of the purchaser to control or ameliorate.”

*Id.* Likewise, in *Thomas*, “[t]he reason for the delay in ratification was that . . . the former owner and mortgagor of the property[] filed exceptions to the foreclosure sale.” 183 Md. App. at 391. It was for that reason that we remanded the case to the trial court for a hearing on whether the third *Donald* exception applied. *Id.* at 405-06. Finally, similar circumstances existed in *Baltrotsky* to warrant abating interest despite a contractual provision prohibiting the same. In that case, the Court of Appeals described how

[the pervious owner’s] tenacious exploits to void the foreclosure sale and delay settlement places the present case squarely within the third equitable circumstance delineated in *Donald*, “conduct of other persons beyond the power of the purchaser to control or ameliorate.” 302 Md. at 477, 488 A.2d at 977. The court filings catalogued previously, *see supra* footnote 1, illustrate the conclusion that the foreclosure purchasers were confronted with a significant amount of litigation maneuvers, albeit ultimately unavailing, which clouded their respective titles during their pendency. Settlement was delayed understandably.

395 Md. at 479. Thus, in all three cases dealing with contractual prohibitions of abatements of interest in foreclosure sales, the delay was caused by the previous owner’s filing of exceptions or “tenacious . . . litigation maneuvers.” *Id.*

Such is not the case here. Ocean Holdings’ settlement was not delayed by the substitute trustees filing exceptions to the sale, but rather by the circuit court’s inability to ratify the sale until October 14, 2014. We hold that the third *Donald* exception applies, as it did in *Zorzit*, *Thomas*, and *Baltrosky*, to persons other than the court whose interests would be served by causing a delay. We agree with the appellees that the court, unlike the previous owners of the properties in the case we discussed, did not have anything to gain from a delay in ratification. Therefore, the public policy interests protected by the third *Donald* exception are typically not at risk in cases involving a court-caused delay. Moreover, Ocean Holdings points to no evidence that the amount of time the court took to ratify the sale in the present case was unreasonable.

Ocean Holdings argues that Md. Rule 14-305 imposes a mandatory requirement that foreclosure sales be ratified within 60 days of the sale. We disagree. If such a mandatory requirement existed, then we would have awarded the purchaser in *Zorzit* an abatement of interest simply because a “[77-day delay occurred] from the initial date set for final ratification of the foreclosure sale . . . to the actual date of final ratification.” 197 Md. App. at 108. Instead, the reason we held that the purchaser was entitled to an abatement of interest was because the third *Donald* exception applied. If Maryland case law contained the mandatory 60-day requirement Ocean Holdings suggests, then the application of the

third *Donald* exception would have been irrelevant. Furthermore, Md. Rule 14-305(e) requires the court to be “satisfied that the sale was fairly and properly made,” yet imposes no time limits upon becoming so satisfied. Therefore, and for the reasons set forth above, we hold that the circuit court did not abuse its discretion in not awarding Ocean Holdings an abatement of interest.

## II. ABATEMENT OF PROPERTY TAXES

### A. Parties’ Contentions

Although no Maryland case to date has addressed whether a delay in settlement on a property sold at a foreclosure sale entitles the purchaser to an abatement of anything but interest, Ocean Holdings argues it is entitled to an abatement of the property taxes that accrued on the Property from June 17, 2014, to October 14, 2014. It asserts that the legal principles that apply to abatement of interest should also apply to abatement of taxes and other charges<sup>9</sup> because they, like interest, add to the cost of the purchase during a delay. Ocean Holdings urges us to exercise the power that we have as a court in equity to “award such legal damages as have resulted from delay in performance of the contract,” *Miller v. Talbott*, 239 Md. 382, 394 (1965) (quoting 81 C.J.S. Specific Performance § 162b, pages 769–770), to award it an abatement of what it describes as the significant amount of

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<sup>9</sup> Although Ocean Holdings’ brief indicates that it is seeking an abatement of interest, property taxes, and other fees on appeal, it only included interest and property taxes in its motion for abatement to the circuit court. Therefore, we do not address in this opinion whether Ocean Holdings is entitled to anything but abatements of the interest and property taxes that accrued on the Property from June 17, 2014, to October 14, 2014.

property taxes that accrued on the Property between 60 days after the sale and the date of ratification.

The appellees argue that “delay damages should not include other [accruing] charges . . . [because Ocean Holdings] has not overcome the presumption that it was contractually bound to pay those charges.” They assert that there is nothing in Maryland case law to suggest that property taxes and other charges should be treated different than interest when it comes to abatement. They point to the provision of the Contract that states “Real Property taxes and assessments shall be adjusted to the date of the sale and assumed thereafter by the Purchaser” as evidence that the Contract is clear on this issue. Finally, in summation, they contend that “delay caused by the court is not an open portal through which all fees become attributable to the mortgagee, particularly when there is a contractual provision to the contrary.”

### **B. Analysis**

Whether there would be an abatement of property taxes, like interest, was dealt with specifically in the Contract. The applicable provision states: “Real property taxes and assessments shall be adjusted to the date of sale and assumed thereafter by the purchaser.” Ocean Holdings itself has urged us to apply the same legal principles that govern abatement of interest to the issue of whether it is entitled to an abatement of property taxes. As we shall explain, we agree with Ocean Holdings that the same legal principles should apply, but disagree with it as to the application of those principles. Therefore, we shall hold that

for the same reasons Ocean Holdings is not entitled to an abatement of interest, neither is it entitled to an abatement of property taxes.

Ocean Holdings argues in its brief that interest and property taxes are “of the same nature . . . [because they are both] continuing charges which increase the cost of the purchase to the Purchaser.” We agree that interest and property taxes have the same effect on the purchase price when ratification is delayed. Therefore, we hold that the general rule for abatement of interest also applies to abatement of property taxes. In other words, in the absence of a contractual provision to the contrary, there is a presumption that property taxes do not abate, which can be rebutted by the existence of any of the *Donald* exceptions. As we indicated above, none of the *Donald* exceptions are present. Accordingly, the circuit court did not abuse its discretion in denying Ocean Holdings an abatement of property taxes.

Ocean Holdings prayed we use our inherent power as a court in equity to “award such . . . damages [in the form of accrued property taxes] as have resulted from delay in performance of the contract.” *Miller, supra*, 239 Md. at 394. We are not persuaded by this equity argument. This case does not present an instance where one individual contracted to perform a service for another individual and then delayed in performing that service. In fact, all foreclosure sales are inherently different than the type of contract just described because in order for them to be finalized the court itself must take certain actions. See Md. Rule 14-305. Therefore, *Donald* exceptions aside, to hold the substitute trustees liable for an abatement of property taxes in the present case due to a delay they had no hand in

causing would “not [be] within the . . . principles of equity, fairness, and public policy.” *W.M. Schlosser Co. v. Ins. Co. of N. Am.*, 325 Md. 301, 307 (1992).

Accordingly, for the reasons set forth in this opinion, we hold that the circuit court did not abuse its discretion in denying Ocean Holdings an abatement of both the interest and the property taxes that accrued on the Property from June 17, 2014 (the 61st day after the sale) until October 14, 2014 (the date of ratification).

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE’S COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**