

Circuit Court for Charles County
Case No. C-08-CV-24-000345

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2452

September Term, 2024

IN RE: THE ESTATE OF KATHERINE
WASHINGTON

Wells, C.J.
Nazarian,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: June 3, 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 persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This appeal arises from the decision of the Circuit Court for Charles County relating to the administration of the Estate of Katherine Washington (“the Estate”). Specifically, appellant Francis Proctor challenges the circuit court’s decision denying, in part, his contribution claim against the Estate.

Proctor presents two questions for our review, which we distill into one:¹

Did the circuit court err in denying Proctor’s claim for contribution for mortgage payments made prior to Ms. Washington’s death?

For the reasons set forth below, we affirm the judgment of the circuit court.

BACKGROUND

Katherine Washington died intestate on November 22, 2022. At the time of her death, she was living with her daughter, Renita Proctor, and son-in-law, Proctor, in a home located on Doris Drive in Waldorf, Maryland (“the Property”). Washington and Proctor purchased the Property on January 20, 2010 as tenants in common by obtaining a purchase-money mortgage on the home secured by two Deeds of Trust.

Proctor expected that he and Washington, as co-owners of the Property, would inherit one another’s share of the property upon the other’s death. After Washington died,

¹ Proctor’s verbatim questions to us are:

1. Whether the trial court’s finding that an enforceable oral agreement existed between Appellant and Ms. Washington regarding the apportionment of mortgage payments was unsupported by the evidence.
2. Whether the trial court abused its discretion in deciding the terms of the said oral agreement?

Proctor learned that because he and Washington owned the Property as tenants in common with no right of survivorship, he would not inherit her interest in the Property.

On May 5, 2023, Proctor filed a claim in the Orphan’s Court against the Estate in the amount of \$49,640, representing Washington’s unpaid share of the mortgage payments for the Property. Proctor alleged Washington was responsible for one-half of the mortgage payments on the Property from 2010 until her death in 2022. Proctor further claimed that, after Washington’s death, the Estate became responsible for her share of the mortgage in the amount of \$530 per month.

Following a hearing on April 2, 2024, the Orphan’s Court disallowed Proctor’s claim. Proctor filed a *de novo* appeal to the Circuit Court for Charles County and an Amended Petition for Claim. On November 13, 2024 and December 2, 2024, the parties appeared for a two-day hearing on Proctor’s Amended Petition.

The Circuit Court Hearing

At the hearing, Proctor testified that he and Washington purchased the Property together through the HUD Section 8 housing assistance program for first-time buyers. He stated he and Washington were required to combine their credit to secure a loan for the Property. Proctor and Washington obtained one deed of trust for the Property in the amount of \$148,744, and a second deed of trust in the amount of \$95,699. According to Proctor, Washington did not contribute to the down payment on the Property because, as first-time home buyers, the loan did not require a large downpayment.

Proctor introduced into evidence an itemized statement showing each of the mortgage payments made on the Property between 2010 and 2024. Beginning in February of 2010, the amount of the monthly mortgage payment for the Property was \$1,396.46. Initially, Proctor testified that he paid the entirety of the mortgage payments due each month. On cross-examination, he recalled that on one occasion he demanded Washington pay her share of the mortgage. In response, Washington paid him \$170 per month, though he could not recall when she began paying \$170 per month. He explained that she paid him in cash, and once she began paying him, she paid regularly, though some months she paid less than \$170. Proctor denied that he requested Washington pay rent or that the \$170 per month was a rent payment.

Proctor testified that Washington and her daughter, Renita Proctor, had an agreement to divide the electric and Verizon bills equally. Proctor paid the water bill, which was included with the mortgage. Proctor denied that he and Washington had an agreement obligating her to pay less than an equal share of the mortgage.

Renita Proctor testified that she and Washington shared a joint bank account, and that Washington routinely asked her to withdraw cash from the account, and Renita Proctor did so. Renita Proctor gave the cash directly to Washington. Renita Proctor testified that she did not discuss the mortgage with Washington because that “wasn’t [her] business, that was between [Proctor] and her.”

At the close of all evidence, the court delivered an oral ruling granting Proctor’s claim in part but also denying it in part. The court ruled Proctor was entitled to contribution

for one-half of the mortgage payments incurred after Washington’s death, from December 1, 2022 through December 1, 2024, but denied his claim for contribution for the period preceding her death.

The court determined that Proctor and Washington had a “familial agreement” or “arrangement[,]” which the court explained as follows:

I mean it’s just obvious to me that they had an arrangement, maybe many aspects of it were informal, and that arrangement allowed the young lady to live there, lend her name, which was a value to the purchase, to the acquisition of the home, and made contributions, whether it be bills, utilities, et cetera, and that was their deal and they all lived with it, and they all lived with it until she died.

In reaching its decision, the circuit court explained that it found Proctor credible, stating “[s]ometimes his honesty hurt his case ... and sometimes it helped his case, but I don’t think this gentleman ... was in here to rip somebody off or pull[] a fraud or anything like that.”

On December 16, 2024, Proctor filed a motion to alter or amend, which the court denied on January 21, 2025. The following day Proctor filed a revisory motion to correct a mathematical error in the calculation of the amount of the judgment. After a hearing on February 10, 2025, the court granted the motion and entered the revised judgment that same day. This appeal followed.

STANDARD OF REVIEW

In an action tried without a jury, we review the case on both the law and evidence and accept the trial court’s findings of fact unless clearly erroneous, giving due regard to the trial judge’s opportunity to judge the credibility of the witnesses. Md. Rule 8-131(c);

Credible Behavioral Health, Inc. v. Johnson, 466 Md. 380, 388 (2019). When reviewing a decision for clear error, “we must consider the evidence in the light most favorable to the prevailing party and decide not whether the trial judge’s conclusions of fact were correct, but only whether they were supported by a preponderance of the evidence.” *Royal Investment Grp., LLC v. Wang*, 183 Md. App. 406, 430 (2008) (quoting *City of Bowie v. MIE Props., Inc.*, 398 Md. 657, 676-77 (2007)) (further citation omitted). We review a trial court’s legal conclusions *de novo*. *Credible Behavioral Health, Inc.*, 466 Md. at 388.

DISCUSSION

Proctor argues that the circuit court erred in denying his claim for contribution for Washington’s equitable share of the mortgage payments that he made during her lifetime. He asserts the circuit court erroneously considered facts not in evidence in concluding he and Washington had an enforceable oral agreement that obligated her to pay less than her equal share of the monthly mortgage payments. According to Proctor, the circuit court abused its discretion in finding the existence of an enforceable agreement without articulating the terms of that agreement.

The Estate responds that the circuit court correctly found that Washington and Proctor had an enforceable oral agreement that her \$170 monthly payment satisfied her obligation for the mortgage.

In Maryland, co-tenants have a right to contribution for mortgage and tax payments. *Keys v. Keys*, 93 Md. App. 677, 681 (1992); *Lyon v. Campbell*, 324 Md. 178, 182 (1991) (“It is firmly established in Maryland that one debtor may claim contribution from another

equally obligated for discharging their mutual obligation”). Contribution is based on equitable principles and awarded within the discretion of the trial court, and not as a matter of legal right. *Keys*, 93 Md. App. at 681; *accord Turner v. Turner*, 147 Md. App. 350, 407 (2002); *Flanagan v. Flanagan*, 181 Md. App. 492, 524 (2008).

There are four exceptions to the general rule of contribution among co-tenants: 1) ouster; 2) agreements to the contrary; 3) payment from marital property; and 4) an inequitable result. *Caccamise v. Caccamise*, 130 Md. App. 505, 524 (2000). A valid claim for contribution has two requirements: 1) “the parties must share a common liability” or debt; and 2) the party asserting a claim for contribution must have paid more than that party’s fair share of a legal obligation. *Selective Way Ins. Co. v. Fireman’s Fund Ins. Co.*, 257 Md. App. 1, 36 (2023) (quoting *Hartford Accident & Indem. Co. v. Scarlett Harbor Assocs.*, 109 Md. App. 217, 280-81 (1996)).

It is undisputed that Proctor and Washington were co-obligors sharing common liability for the mortgage for the Property and that Proctor paid more than half his share of the mortgage payments. Proctor argues the trial court erred in finding that he and Washington had an enforceable oral agreement that altered his right to contribution. In Proctor’s view, there was no evidence in the record to support a finding of an express oral agreement between him and Washington that altered her obligation to pay an equal share of the mortgage.

An express contract is defined as: “an actual agreement of the parties, the terms of which are openly uttered or declared at the time of making it, being stated in distinct and

explicit language, either orally or in writing.”” *County Comm’rs of Caroline County v. J. Roland Dashiell & Sons, Inc.*, 358 Md. 83, 94 (2000) (quoting *Black’s Law Dictionary* 323 (6th ed.1990)). A valid contract “must express with definiteness and certainty the nature and extent of the parties’ obligations.” *County Comm’rs for Carroll County v. Forty West Builders, Inc.*, 178 Md. App. 328, 377 (2008).

Even in the absence of an express contract, an agreement may be implied in cases where the parties’ actions demonstrate a mutual understanding and obligation. “An implied contract is an agreement which legitimately can be inferred from intention of the parties as evidenced by the circumstances and the ordinary course of dealing and the common understanding of men.” *J. Roland Dashiell & Sons*, 358 Md. at 94 (citations and internal quotation marks omitted); *see also Mass Transit Admin. v. Granite Constr. Co.*, 57 Md. App. 766, 774 (1984) (explaining that “[t]he term [implied in fact contract] means that the parties had a contract that can be seen in their conduct rather than in an explicit set of words.”) (quoting Dobbs, *Handbook on the Law of Remedies* § 4.2 (1973)). “An implied contract arises by operation of law because of the absence of an express contract.” *Townes v. Cheney*, 114 Md. 362, 367 (1911) (citation and quotation marks omitted); *see also Klebe v. United States*, 263 U.S. 188, 192 (1923) (noting the distinction that “[a] contract implied in fact is one inferred from the circumstances or acts of the parties; but an express contract speaks for itself and leaves no place for implications.”).

Here, the evidence demonstrated the existence of an implied agreement between Proctor and Washington. The court found that Washington did not pay her share of the first

mortgage payment, but that “she paid some bills and she chipped in in other ways.” With respect to her non-monetary contributions, the circuit court noted that she contributed to the acquisition of the Property by co-signing the mortgage to assist Proctor and Renita Proctor achieve “the dream” of home ownership. Proctor’s testimony established the terms of payment. He made one demand to Washington for her share of the mortgage, and she responded by paying him \$170 in cash. Proctor accepted that payment, and Washington continued to contribute approximately \$170 each month with no further discussions regarding the mortgage payments.

From the evidence presented, the circuit court inferred that Proctor and Washington had an implied “familial agreement” regarding her monetary and non-monetary contributions to the Property that altered her obligation for the balance of the mortgage payments paid during her lifetime. The evidence supports the circuit court’s finding and its decision to deny Proctor’s claim for contribution.

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