

STEVEN WILSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
SCOTT WILSON, <i>et al.</i>	*	BALTIMORE COUNTY
Defendants	*	CASE NO: 03-C-18-012257
* * * * *	*	* * * * *
SCOTT L. WILSON, <i>et al.</i>	*	
Counter-Plaintiffs	*	
v.	*	
STEVEN L. WILSON	*	
Counter-Defendant	*	
* * * * *	*	* * * * *

ORDER

On February 25, 2022, the above captioned matter came before this Court pursuant to the Petition for injunctive relief filed by Defendant Mabel Wilson, *et al.*

The Court will not repeat the history of the dispute between Plaintiff and Defendants. In short, the parties engaged in extensive litigation over two pieces of property, the “Home Farm” and the “Kiser Farm”. The Court’s Order of June 21, 2021 recites the settlement of those litigation issues, as well as the appointment of a Trustee to sell the Kiser Farm and distribute the proceeds accordingly.

Defendants purchased the Kiser property from the Trustee. Defendants now seek injunctive relief as to several property issues that are dealt with below.

During a full day hearing on February 25, 2022, both parties, represented by

counsel, called witnesses and admitted exhibits relative to the underlying issues. Upon review of the testimony, pleadings and memoranda filed by the parties, as well as arguments of counsel, this Court finds as follows:

The parties reached an agreement on several issues, but were unable to agree if certain items were the personal property of Steven Wilson, or fixtures that were conveyed with the sale of the property.

The determination of whether an item is personal property or a fixture of real property is a question of both law and fact. *Allentown Plaza Assocs. v. Suburban Propane Gas Corp.*, 43 Md. App. 337, 345 n. 9 (1979). A "fixture" is defined as:

An article in the nature of personal property which has been so annexed to the realty that it is regarded as a part of the real property... [; and]

A thing is deemed to be affixed to real property when it is attached to it by roots, imbedded in it, permanently resting upon it, or permanently attached to what is thus permanent, as a means of cement, plaster, nails, bolts, or screws.

Droney v. Droney, 102 Md. App. 672, 685-86 (1995) (quoting *Black's Law Dictionary* (6th ed. 1991)).

A fixture references personal chattel which has been either affixed to the soil itself, or some structure legally a part of such soil. *Schofer v. Hoffman*, 182 Md. 270, 274 (1943). The test to determine whether personal property is a fixture considers the following factors:

- (1) Annexation to the realty, either actual or constructive;
- (2) Adaptation to the use of that part of the realty with which it is connected;
- (3) The intention of the party making the annexation to make the article a permanent accession to the freehold, this intention being inferred from the nature of the article annexed, the situation of the party making the annexation, the mode of annexation, and the purpose for which it was annexed.

Id.

Personal Property of Steven Wilson

The Court finds that the following items listed below are the personal property of Steven Wilson. If these items were not removed previously, they must be removed by Steven Wilson within 30 days of this Order. The only exception is that the mobile home trailers must be removed within 60 days of this Order. In the event these items are not removed in the allotted time, Steven Wilson loses all right, title and interest in the items.

1. **Mobile Home Trailers** – There is a mobile home trailer located on the Kiser Farm and one located on the Home Farm. The undisputed testimony at trial was that Steven Wilson bought and owned both of these mobile home trailers. Mobile homes are generally not considered to be outbuildings or improvements under Maryland law. Steven Wilson shall remove both trailers at his expense within 60 days (to allow for 30 day notice to the tenants). Steven Wilson will be responsible for any and all damage to the premises caused by the removal of the mobile home trailers and will be responsible for any and all expenses necessary to repair any damage to the premises caused by removal.
2. **Microwave/Stove/Refrigerator** – These are items located in the kitchen of the home that Steven Wilson and his family lived in on the Home Farm. Steven Wilson purchased these items and took them when he moved. They are not fixtures and are therefore the property of Steven Wilson.
3. **Waterers** – These are large metal containers used to provide water to cattle. They were purchased by Steven Wilson. The Court finds that the waterers are not fixtures and are the property of Steven Wilson.

4. Head Gates – These are metal structures purchased by Steven Wilson used to feed cattle. They are moveable and are not fixtures. They are the property of Steven Wilson.
5. Milk Tank/Compressor – Steven Wilson sold these items per his testimony in 2016 and said he reinvested the proceeds into the farm. No injunctive relief is available and there is no testimony to support the value of these items which were purchased over 40 years ago.

Fixtures Included in Sale

The Court finds that the following items listed below are fixtures that are included in the sale of the property. If these items were removed previously, they must be returned within 30 days of this Order. In the event these items are not returned, Steven Wilson will be responsible for any and all expenses necessary to replace these items.

6. Fence Gates – The Court finds that the fence gates that were previously attached at the time the Trustee took equitable title are fixtures and were illegally removed by Steven Wilson. Just as the front door of a house is removable, it is still a fixture. The fence gates that were not attached to the fence are not fixtures and are the property of Steven Wilson.
7. Crops – The crops were planted in September and November of 2021. The Court finds that Steven Wilson does not have an interest in them because he knew his tenancy would be over after they were ready to harvest.
8. Heat Pump/Air Handling/Air Circulator System – The heat pump/air handling/air circulator system that was purchased by Steven Wilson more

than 30 years ago is a fixture. Per the testimony, Steven Wilson installed the equipment in the farm house when his family moved in because it did not have central air or air conditioning. Steven Wilson cut the copper pipes leading into the house, and illegally removed the exterior equipment. The equipment should be restored to the condition that it was in prior to Steven Wilson removing the exterior unit.

Property of Farmyard, LLC/Steven Wilson

The Court finds that the following items are the property of Farmyard, LLC/Steven Wilson. Almost all of the items related to Farmyard, LLC are the property of Steven Wilson's daughter pursuant to the agreements at the hearing. In the event these items have not been previously removed, the items must be removed within 30 days of this Order. If these items are not removed within 30 days of this Order, then Farmyard, LLC/Steven Wilson loses all right, title and interest in the items.

Steven Wilson will be responsible for any and all damage to the premises caused by the removal these items and will be responsible for any and all expenses necessary to repair any damage to the premises caused by removal (*i.e.* restore power lines to snowball stand to *status quo ante* standards).

9. Boards in Kiser Building – These are the boards owned by the daughter of Steven Wilson located in one of the Kiser Farm buildings. Per the testimony, these boards were decorative and affixed to the wall with only one screw. They are moveable and not fixtures, and therefore the property of the daughter.
10. Farmyard Property (items, buildings, playground, etc.) – The Farmyard

LLC items will go with the daughter pursuant to the agreements at the hearing.

Escrow Account

The land is to be returned to *status quo ante* after the removal of personal property. The Trustee is directed to hold \$20,000 in escrow in the event that damage is caused to the premises during the removal of these items. The expenses to repair any damage will be paid from the escrow account. After the property is returned to the original conditions from before the various changes were made by Steven Wilson on the farms, the escrow monies will be distributed to Steven Wilson.

Date: 3-3-2022



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