

STEVEN WILSON

Plaintiff

v.

SCOTT WILSON, *et al.*

Defendants

\* \* \* \* \*

SCOTT L. WILSON, *et al.*

Counter-Plaintiffs

v.

STEVEN L. WILSON

Counter-Defendant

\* \* \* \* \*

**PLAINTIFF STEVEN L. WILSON’S RESPONSE IN OPPOSITION TO EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION**

Plaintiff/Counter-Defendant, Steven L. Wilson, hereby files this Response in Opposition to the Emergency Motion for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction (“Emergency Motion”), previously filed herein by Defendants/Counter-Plaintiffs Scott L. Wilson and Sharon A. Clabaugh, co-Trustees of the Mabel E. Wilson Revocable Trust dated 3/25/1998, and Mabel E. Wilson, and states as follows:

1. The issues about which the Defendants complain in their Emergency Motion are hardly exigent circumstances that require emergency intervention or injunctive action. In fact, such matters should have been addressed among counsel without racing to the court for emergency relief.

2. Steven Wilson has lived in the house described in the Emergency Motion for 60 years, and his wife and children have lived there for a combined 33 years. The captioned lawsuit (now concluded) involved competing claims as to who owned the real property and improvements known as Home Farm: Steven Wilson, or the trusts that were created by his parents and which are now managed by his sibling trustees, Defendants Scott Wilson and Sharon Clabaugh.

3. The Defendants' quest to oust Steven Wilson from Home Farm has been long and bitter, and the captioned litigation tracked years of acrimony between the parties. The eventual result was this Court's determination that Steven Wilson had not purchased the Home Farm as he has contended, but that he was an ongoing tenant stemming from a 1993 lease with his mother and father.

4. Adjacent to Home Farm is another parcel of farmland that the parties refer to as Kiser Farm. Over the past 30 years, Steven Wilson has operated his farming business on Home Farm and Kiser Farm concurrently. Presently, his daughter, Renee, also runs her own agricultural business from Kiser Farm.

5. Unlike Home Farm, Steven Wilson owns Kiser Farm as a tenant in common with his mother, Mabel Wilson. The other piece of this litigation involved her claim to sell the Kiser Farm in lieu of a partition. In accordance therewith, on June 21, 2021, this Court appointed a trustee to take legal title to Kiser Farm and sell it.

6. On December 8, 2021, the court-appointed trustee conducted a private auction between Steven Wilson, on the one hand, and Scott Wilson on behalf of Mabel Wilson, on the other hand.

7. Despite making representations to members of the extended Wilson family that he was agreeable to Steven Wilson purchasing Kiser Farm for the appraised value, Scott wound up

outbidding Steven for Kiser Farm by \$200,000 over the appraised value. By this point, any trust between the parties had completely disintegrated, and Scott's maneuver simply underscored those tensions.

8. Steven Wilson and his family remained on Home Farm until 12/31/2021, whereupon they vacated the property. Scott Wilson and Sharon Clabaugh, as trustees of their mother's trust, now have possession.

9. At its most basic level, the Emergency Motion is really a conflagrated landlord/tenant dispute. Over the course of 30 years living on Home Farm and operating a farming business, Steven Wilson and his family have not only acquired numerous items of farming equipment, but they have also purchased appliances for the residence that they have no obligation to simply abandon.

10. On January 3, 2022, counsel for the Defendants sent counsel for the Plaintiff a letter complaining of a controlled, open-air debris fire, which was at all times contained and has since been resolved, as well as certain items that they contend Steven Wilson improperly removed from the Home Farm prior to vacating that property. A copy of that letter is attached as **Exhibit 1**.

11. Incidentally, around the same time on January 3, 2022, counsel for the Plaintiff informed counsel for the Defendant by letter that: (a) Steven Wilson intended to remove two trailers that he purchased from the properties; and (b) that he intended to harvest the crops he and his family had planted on Kiser Farm in 2021. The Emergency Motion copied an excerpt from that letter, which is attached hereto in its entirety as **Exhibit 2**.

12. On January 7, 2022, counsel for the Plaintiff also sent a letter to counsel for the Defendants responding to the Defendants' complaints and the various misstatements contained in Exhibit 1. A copy of that January 6<sup>th</sup> letter is attached hereto as **Exhibit 3**.

13. Defendants, however, had clearly been angling for another line of attack because the next communication undersigned counsel received was not a response to Exhibits 2 or 3, but the filing of the Emergency Motion.

14. The Emergency Motion can be summarized in three parts:

- a. **The Trailers** – Plaintiff Steven Wilson has expressed an interest in and an intent to remove the two residential trailers, one from the “Home Farm” property and another from the “Kiser Farm.” Both portable trailers were purchased by Steven Wilson and leased during his approximately 30-year occupation of Home Farm and Kiser Farm. Defendants, however, have leapt to the conclusion that Plaintiff would somehow be forcing the residents of those trailers into homelessness. In fact, both families have a good relationship with Steven Wilson and his family – one occupant even volunteers for Steven’s daughter’s business that currently operates on Kiser Farm – and Steven has no intention of ousting anyone from their homes. The landlord/tenant law discussion in the Emergency Motion is inconsequential to the real issue, which is whether these trailers are removable chattels or fixtures. The trailers belong to Steven Wilson and can be
- b. **Equipment and Other Tangible Items** – Defendants, through the Affidavit of Scott L. Wilson, contend that numerous other tangible items were improperly removed from Home Farm with parts of the real property left damaged. Steven Wilson is prepared to refute these allegations, to explain why these items are rightfully his, and to highlight the inaccuracies of the Defendants’ characterizations of same. See Exhibit 3.

- i. The microwave, refrigerator, and stove are not fixtures. They are movable appliances that were purchased by Steven and Kelly Wilson. Defendants have no right to take them.
- ii. Further, what Defendants contend is a “heat pump” is not a heat pump. When Steven Wilson first moved in, the house did not have central air or air conditioning. He and his wife subsequently purchased and installed an air handler system in the attic of the house. The exterior air circulator is detachable, and they are taking it with them for future use. The air handler system, which was installed in the attic, remains. The house has baseboard heating, and it is not uninhabitable as the Defendants contend.
- iii. To the extent Defendants are seeking to recover any other air compressors, those are portable tools that Steven Wilson purchased and uses for his personal and commercial purposes. Defendants are not entitled to them.
- iv. Similarly, the waterers are Steven Wilson’s farming equipment. They are mobile removable items that he uses with his farming business and are items that he purchased to replace old, defective ones. They have a simple valve connection that is easily detachable. Moreover, these waterers were located in buildings that did not exist when Steven Wilson took over the farming business years ago; he bought them and used them solely for his farming operation. Again, not fixtures.

v. As for the gates, when Steven Wilson moved onto Home Farm, there were few if any gates along the fence lines. Some of the gates that he has taken with him were ones that he purchased for his farm use; others were purchased by his daughter, Renee, for her farming business. All such gates are portable and easily moveable and removable. Defendants claim that a crane will be needed to replace or reinstall the gates, which is a ridiculous statement.

c. **Crops** – Defendants contend that Plaintiff is not entitled to harvest the crops that he and his family planted on the Kiser Farm last year - land that he owned at the time of planting. Mark Daneker’s letter from June of 2021 does nothing to supersede Steven Wilson’s equitable property rights. Depriving him of his right to harvest, particularly without any consideration from the Court-appointed Trustee, Ralph Sapia, would be wholly unjust and unfairly prejudicial to Steven Wilson, as well as his daughter Renee who also contributed to those plantings and has an equitable claim to them.

15. In short, this Emergency Motion is not an emergency at all and should not be treated as such. Accordingly, injunctive relief is not appropriate.

16. Further, Steven Wilson is entitled to retain each item that he and his family purchased, all of which constitute removable chattels and are not fixtures to the land. None of the items that he has removed is so annexed to the land that it cannot be removed without serious injury or harm. See Supervisor of Assessments v. Hartge Yacht Yard, Inc., 379 Md. 452, 462 (2004). Moreover, “where a tenant puts up anything for the purpose of carrying on his trade, he may remove it.” Id. at 464.

17. Steven Wilson further contests the degree and responsibility for the alleged damages to the basement ceiling, the garage roof, and the garage door, among other things. These so-called damages are nothing more than ordinary wear and tear of which Defendants have been aware for years and have done nothing to address. Only now do they want to have their cake and eat it too.

18. Finally, Steven Wilson adamantly denies stripping or removing any copper pipes or other piping. Defendants appear confused by the presence of some copper coils in one of the barns.

19. In conclusion, it is quite telling that the Defendants, having done next to nothing over the past 30 years to improve or repair the Home Farm residence, are now attempting to deny Steven Wilson from even these nominal items that clearly belong to him and his family. If the Court is inclined to consider any of these issues, Steven Wilson respectfully requests an opportunity to be heard.

WHEREFORE, Plaintiff Steven L. Wilson respectfully requests that the Court:

- A. Deny the Defendants' Emergency Motion for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction; and
- B. Grant Plaintiff Steven L. Wilson such other and further relief, including an award of costs and attorneys' fees, as this Court deems appropriate.

Respectfully Submitted,

/s/ M. David Stallings

M. David Stallings (CPF# 0312170272)

[mdstallings@nilesbarton.com](mailto:mdstallings@nilesbarton.com)

NILES, BARTON & WILMER, LLP

111 S. Calvert Street, Suite 1400

Baltimore, Maryland 21202

Telephone: 410 783-6379

Fax: 410 783-6427

*Counsel for Steven L. Wilson*

*Plaintiff/Cross-Defendant*

**RULE 1-322.1 CERTIFICATION**

I HEREBY CERTIFY pursuant to Md. Rule 1-322.1 that there is no personal identified information included within this pleading.

/s/ M. David Stallings

M. David Stallings (CPF# 0312170272)

**RULE 20-201 CERTIFICATION**

I CERTIFY PURSUANT to Md. Rule 20-201(h)(2) that there is no restricted information included within this pleading.

/s/ M. David Stallings

M. David Stallings (CPF# 0312170272)



**NOTIFICATION OF SERVICE**

I HEREBY CERTIFY that on the 12<sup>th</sup> day of January, 2022, a copy of the foregoing Response in Opposition to the Emergency Motion for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction, Rule 1-322.1 Certification, Rule 20-21 Certification, and a copy of this Notification of Service was filed using MDEC File & Serve and served on all counsel of record:

/s/ M. David Stallings \_\_\_\_\_  
M. David Stallings (CPF# 0312170272)

# **EXHIBIT 1**



Brooke Schumm III | Principal  
D: 410.321.4653 | bschumm@levingann.com

**January 3, 2022**

**DELIVERY VIA e-mail**

M. David Stallings, Esq.  
Niles, Barton & Wilmer, LLP  
111 South Calvert Street, Suite 1400  
Baltimore, Maryland 21202

**RE: Wilson v. Wilson-complaint about fire set by Mr. Steven Wilson**

Dear David:

I find it unfortunate to have to write to you again. I was asked to accompany my clients to the Wilson Home Farm to determine its status on Sunday, January 2, 2022.

Reserving all rights to identify other items, what was first noticed on Saturday was that Mr. Wilson left all of the doors to the home open. While he was not required to clean the house, which he did not, he could not damage it or leave it open to damage.

Mr. Wilson removed the microwave which was affixed to the wall and left the bracket which was part of the house.

Of even more consequence was the removal of gates on the property. Mr. Wilson went along the fences and removed the gates. On the barn where the lane along the Kiser farm heads left, Mr. Wilson not only removed the gates mounted to the barn posts, but took out the screw hooks on which the gates were mounted. Ironically, walking up the lane on the Kiser farm, we saw that the gates are all stood up in a large pile and pictures were taken of the damage and the gates that were removed.

Equally important is the removal of the waterers which are water fountains for the animals which were kept at the farm by Mr. Wilson. The farm for animals needs waterers. Mr. Steven Wilson unbolted the waterers, disconnected them from the pipes, and had to cap the pipes in order to be able to maintain water pressure to the trailer.

Mr. Steven Wilson does not understand that he was not and never was the owner of the Home Farm. He was a tenant. He did not have the right to remove these items.

Mr. M. David Stallings.  
January 3, 2022  
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Clearly, the microwave, the gates, and the waterers must be returned immediately. By 4:30 p.m. tomorrow, Tuesday, January 4, 2021 those gates will be placed in a reasonable location, not blocking anything, on the Home Farm. The waterers must be empty of water and placed in a reasonable location under cover. The property must not be damaged.

The microwave will also re-appear in a reasonable location under cover and protected from the elements by that time. Mr. Wilson will politely advise us, (he can do so through you) of the location of those items.

We will hire someone to re-install the gates and of course look to Mr. Wilson for damages. We will hire an electrician to find the wire and re-install the microwave and of course look to Mr. Wilson for damages. Because of the intensity of the litigation and the bitter feelings expressed by Mr. Wilson, while the standard for punitive damages in Maryland is high, in my opinion, that standard is likely met by Mr. Wilson's clear motivations expressed in writing and his conduct.

Absent that return of these items, you are a good lawyer who can place himself in my clients' shoes and with very little extra thought, you can advise Mr. Wilson of the consequences of his actions and the panoply of remedies available to my client.

What is surprising is that in my letter of last week, complaining about the unauthorized fire and burning, I pointed out the warning by the Fire Chief to Mr. Steven Wilson, and hoped Steven Wilson would understand that extra-legal conduct is not acceptable.

I should share with you that we are aware of threats that appear to have been made by Mr. Wilson against various persons in connection with this situation, and we have been told they have been reported to the police.

I specifically requested last week as follows: "Please remind Mr. Wilson that December 31 must be his last day at the Home Farm and *he must remove what he plans to remove by that day and remove it without damaging the property.*" [emphasis added]. Earlier, in an exchange between your firm and Mr. Daneker, there had been discussion about what could not be taken by Mr. Steven Wilson. The papers filed in the Court make clear that whatever Mr. Wilson thought might be improvements, if they are fixtures, that is, part of the farm operation affixed in any way, they may not be removed.



Brooke Schumm III | Principal  
D: 410.321.4653 | bschumm@levingann.com

Mr. M. David Stallings.  
January 3, 2022  
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I am sure you communicated that to him; I am sorry he did not understand you.

Thank you for your assistance.

Sincerely,  
*Brooke Schumm III*  
Brooke Schumm III, Esquire

# **EXHIBIT 2**

**M. David Stallings ♦ Partner**

**Direct Dial:** (410) 783 - 6379

**Fax:** (410) 783 - 6427

**Email:** [mdstallings@nilesbarton.com](mailto:mdstallings@nilesbarton.com)

Admitted to Practice in Maryland,  
the District of Columbia  
And Virginia

January 3, 2022

**VIA EMAIL ([bschumm@levingann.com](mailto:bschumm@levingann.com))**

Brooke Schumm, III, Esquire  
Levin & Gann, P.A.  
One W. Pennsylvania, Suite 900  
Towson, MD 21204

Re: Wilson v. Wilson, et al.

Dear Brooke:

I am writing to inform you that my client is removing his trailers, 21124A and 21142B, from the property. Also, as your clients are probably aware, my client and his family planted merchantable crops on Kiser farm including wheat, rye, garlic, and a number of flowers and bulbs. As such, they retain the right to harvest. If your client is intending to use the farmland following the settlement of sale, or if they have plans to lease the tillable land to another farmer, please keep this in mind.

Sincerely,



M. David Stallings

cc: Steven and Kelly Wilson  
4864-3739-8024, v. 1

# **EXHIBIT 3**



**M. David Stallings ♦ Partner**

**Direct Dial:** (410) 783 - 6379

**Fax:** (410) 783 - 6427

**Email:** [mdstallings@nilesbarton.com](mailto:mdstallings@nilesbarton.com)

Admitted to Practice in Maryland,  
the District of Columbia  
And Virginia

January 7, 2022

**VIA EMAIL ([bschumm@levingann.com](mailto:bschumm@levingann.com))**

Brooke Schumm, III, Esquire  
Levin & Gann, P.A.  
One W. Pennsylvania, Suite 900  
Towson, MD 21204

Re: Wilson v. Wilson, et al.

Dear Brooke:

Regarding your letter of January 3, 2022, I find it unfortunate as well, but largely because of the inaccuracies reported to you and the pettiness of your clients' complaints.

First, your letter seems to suggest that the doors to the house were left wide open to the elements. That is simply untrue. Even giving your clients the benefit of doubt on this point, if there is no damage associated with allegedly leaving the property unlocked (or even wide open to the elements), what is the point of complaining about it?

Second, the microwave is not a fixture, and no electrical wiring was damaged in removing it. It was a plug-in appliance that Kelly purchased; it was not a "hard wire" appliance requiring professional installation. It is fully removable belongs to her. If your clients want to waste money on hiring an electrician to tell you the same thing, that is their prerogative, but they should not reasonably expect any reimbursement from my clients. The same is true for their threats of continued litigation, which you and I both know is misguided and reckless (I am sure you and I can needlessly burn through legal fees arguing about what is a fixture and what is a chattel).

Also, please note that my clients purchased an installed a dishwasher and reverse osmosis water purifier with no contribution from the "landlord." They have not made an issue of that, and for the sake of needless time and expense for all, I would hope that your clients see the wisdom in taking the same tact. The same is true for the other items you claim to be fixtures, i.e.

the waterers. That is farm equipment which Steven Wilson paid for in conjunction with his business. They do not belong to your clients.

I am, frankly, confused about your clients' issue with the gates. From the description in your letter, it sounds like the gates were simply removed and stacked without any damage. If you have photographic evidence to the contrary, please send it to me so I can see what your clients are talking about. In all events, this also seems to be a non-issue because those detachable items were purchased by and belong to Steven Wilson.

As you note, this is an emotional time for everyone involved, and I encourage you to have the same discussions with your clients as you have asked me to have with mine. The bottom line is: Steven Wilson no longer occupies Home Farm, just as your clients have wanted all along. They should take this opportunity to walk away and turn the page.

Sincerely,



M. David Stallings

cc: Steven and Kelly Wilson