

COURT OF APPEALS OF MARYLAND

Wilhelm v. Hadley, 218 Md. 152

146 A.2d 22 (1958) · No. No. 2, September Term, 1958 · Decided September 2, 2001

SUMMARY

The Maryland Court of Appeals reviewed a jury verdict awarding a plumbing contractor payment for materials and installation work performed on the defendants' house. The court held that the plaintiff's testimony was legally sufficient to support a finding of a direct contract with the homeowners and rejected the Statute of Frauds defense. The court also found no reversible error in the challenged evidentiary rulings and held that an unpreserved objection to an improper question was not reviewable, affirming the judgment.

CASE DETAILS

COURT	Court of Appeals of Maryland
WRITING FOR THE COURT	Brune, C.J.; Henderson, J.; Hammond, J.; Prescott, J.; Horney, J.
JURISDICTION	Maryland
DECIDED	September 2, 2001
DOCKET	No. 2, September Term, 1958
DISPOSITION	affirmed
PROCEDURAL POSTURE	Hadley sued the Wilhelms for the cost of plumbing materials and installation in a house they had built. A jury returned a verdict for Hadley in the amount of \$2,416.95. The trial court denied the defendants' motion for judgment notwithstanding the verdict or, alternatively, a new trial, entered judgment on the verdict, and the defendants appealed.
STANDARD OF REVIEW	The court reviewed whether legally sufficient evidence supported the verdict, whether evidentiary rulings were prejudicial, whether the trial court abused its discretion, and whether alleged trial misconduct was preserved for appellate review.
PRECEDENTIAL VALUE	Published Maryland Court of Appeals opinion; precedential.
PARTIES	William N. Wilhelm, Emilie W. Wilhelm v. Hadley

TOPICS

contract formation

statute of frauds

construction law

evidence

preservation of error

PRACTICE AREAS

Contracts

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Evidence

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QUESTIONS PRESENTED

1. Whether legally sufficient evidence supported the jury's finding that Hadley had a direct contract with the Wilhelms.
2. Whether the alleged promise by the Wilhelms was a collateral undertaking to answer for Durham's debt and therefore unenforceable under the Statute of Frauds.
3. Whether the trial court committed reversible error by admitting evidence concerning unfinished work performed by another worker, the worker's unpaid bill, and the Wilhelms' conveyance of the property.
4. Whether the questioning concerning a later resale of the property constituted preserved and reversible misconduct of counsel.

HOLDINGS

1. Hadley's testimony, if believed by the jury, was legally sufficient to support a finding that he had a direct contract with the Wilhelms, despite documentary evidence identifying Durham as the contractor.
2. The jury's finding of a direct promise by the Wilhelms disposed of their Statute of Frauds defense because the promise was not established as merely collateral to Durham's debt.
3. Even assuming that admitting evidence concerning the extent and cost of Gibson's work or the nonpayment of his bill was erroneous, the defendants failed to show prejudice warranting reversal.
4. Admission of testimony concerning the Wilhelms' conveyance of the property did not require reversal because any error was harmless and did not constitute an abuse of the trial court's discretion.
5. The defendants' objection to the allegedly improper question about the property's resale was not properly before the appellate court because they did not preserve the issue in the trial court.

KEY QUOTATIONS

"For a party to remain silent under such circumstances until after losing his case before a jury and then for the first time make objection to such procedure and be sustained therein would be alike unfair to courts, litigants, and the public." (160)

FACTUAL BACKGROUND

The Wilhelms contracted in writing with Frank Durham, trading as Durham Contracting Company, to build their house for \$21,000 and paid Durham the full contract price. After the Wilhelms moved into the house, Durham left before all plumbing and other work was completed, and the Wilhelms asked Hadley to finish the plumbing. Hadley claimed that he had a direct agreement with the Wilhelms, while the Wilhelms denied making such an agreement and asserted that any promise to pay was a collateral undertaking subject to the Statute of Frauds.

Documentary evidence, including invoices and a mechanic's lien, identified Durham as the contractor, but the jury credited Hadley's testimony that the Wilhelms had directly engaged him.

PROCEDURAL HISTORY

The Circuit Court for Cecil County submitted to the jury whether Hadley had contracted directly with the Wilhelms or instead had subcontracted with the general contractor, Durham. The jury credited Hadley's version and returned a verdict for the full amount claimed. The trial court denied post-trial relief, and the Court of Appeals of Maryland affirmed.

DISPOSITION

affirmed

CASES CITED

- Stinchcomb v. Mortgage Co., 171 Md. 317, 324, 188 A. 790
- Schultz v. Kaplan, 189 Md. 402, 410-411, 56 A.2d 17
- Pearre v. Grossnickle, 139 Md. 1, 114 A. 725
- Fitch v. Double "U" Sales Corp., 212 Md. 324, 129 A.2d 93
- Safeway Stores, Inc. v. Barrack, 210 Md. 168, 122 A.2d 457 (1956)
- East Baltimore Lumber Co. v. Israel Congregation, 100 Md. 125, 59 A. 180; rehearing, 100 Md. 689, 62 A. 575
- Kerner v. Eastern Dispensary & Casualty Hospital, 214 Md. 375, 135 A.2d 303 (1957)
- Williams v. Graff, 194 Md. 516, 523, 71 A.2d 450 (1950)
- Black v. Bank of Westminster, 96 Md. 399, 424, 54 A. 88
- Maszczenski v. Myers, 212 Md. 346, 129 A.2d 109
- Keitz v. National Paving & Contracting Co., 214 Md. 479, 134 A.2d 296, 136 A.2d 229
- Regester v. Regester, 104 Md. 1, 13, 64 A. 286
- Brawner v. Hooper, 151 Md. 579, 594, 135 A. 420
- Lynch v. Baltimore, 169 Md. 623, 633, 182 A. 582
- Morrow v. United States, 101 F.2d 654, 657, cert. denied, 307 U.S. 628