

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

THOMAS E. COLLINS and)
ROBERT L. COLLINS,)
)
 Petitioners,)
)
v.) C.A. No. 12357-MG
)
MARY ANN COLLINS,)
)
 Respondent.)

MASTER’S REPORT

Date Submitted: September 20, 2021
Final Report: December 20, 2021

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Attorney for Petitioners

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GRIFFIN, Master

The last stage of a partition proceeding involves the division of the proceeds from the sale of the partitioned property. This dispute addresses how the proceeds should be divided among three siblings who seek contributions for payments made related to the property. This also resolves a pending contempt motion related to one sibling's failure to vacate the property following the order of this Court to vacate the property. I recommend the Court find that the sister was in contempt of the order to vacate and order sanctions, and also grant certain claims for contribution. This is my final report.

I. Background¹

A. The Co-Tenancy

Petitioners Thomas E. Collins ("Thomas"), Robert L. Collins ("Robert") (collectively "Petitioners"), and Respondent Mary Ann Collins ("Collins") are siblings and co-owned real property located at 97 Gaelic Court, Magnolia, Delaware ("Property") in equal shares as tenants-in-common.² They inherited the house from

¹ In this long-running litigation, I make only those findings of fact that are necessary to resolve the outstanding issues in this case and do not address other disputes between the parties that are not directly related to the issues before the Court. I refer to the transcript of the September 21, 2018 hearing as "Conf. Tr.," and the transcript of the August 19, 2021 evidentiary hearing ("Trial") as "Trial Tr." I refer to the Petitioners' exhibits from the Trial as "Pet'r Tr. Ex.," and cite to page numbers in the exhibit binder. I refer to Collins' exhibits from Trial as "Resp't Tr. Ex."

² See Docket Item ("D.I.") 1, ¶ 6; D.I. 43, 2. I use first names only in pursuit of clarity and intend no familiarity or disrespect.

their mother, Mary Jane Collins (“Decedent”), who died on September 21, 2010.³ Thomas was the executor of Decedent’s ancillary estate in Delaware (“Estate”),⁴ and he retained control of the Property until he realized that the Property was no longer titled in the name of the Decedent.⁵ At that point – on or about March 29, 2012, he provided the other co-tenants, Robert and Collins, with keys to the Property.⁶ And, around July 26, 2012, Thomas began paying expenses for the Property himself instead of from Estate funds.⁷

Thomas and Robert did not reside on the Property during the co-tenancy.⁸ Collins first visited the property after the Decedent’s death in September of 2014.⁹ She testified that she was regularly going to the Property to clean it up beginning in

³ The Decedent’s estate was primarily administered in Texas. *See* Register of Wills Folio No. F09212010MJC (hereinafter “ROW Folio”). Because the Register of Wills is a Clerk of the Court of Chancery, filings with the Register of Wills are subject to judicial notice. *See* 12 *Del. C.* §2501; *Del. R. Evid.* 202(d)(1)(C); *Arot v. Lardani*, 2018 WL 5430297, at *1 n. 6 (Del. Ch. Oct. 29, 2018).

⁴ D.I. 1, ¶ 6.

⁵ Trial Tr. 88:5-15; *see also id.* 45:17-21 (“I was made aware of was that the house was titled in three names, at which time I considered us to be co-owners, and I felt that I had no additional responsibility as executor on th[e P]roperty.”).

⁶ *Id.* 85:18-86:20. Thomas initially testified that he gave the keys to the co-tenants on or about March 4, 2013, but changed the date when Collins indicated the keys were sent to her on or about March 29, 2012. *Id.*; *id.* 51:13-52:14.

⁷ *Id.* 17:23-18:4; *see also* Pet’r Tr. Ex. 229-238.

⁸ Trial Tr. 20:13-20. Thomas testified that, during the co-tenancy, he spent one night on the Property to complete cutting the lawn because of a citation on the Property for “long grass.” *Id.*

⁹ *Id.* 55:5-9.

the fall of 2014.¹⁰ Although there is some support for an earlier move-in date, Collins testified that she moved into the Property in September of 2015.¹¹

After Collins moved into the Property, Thomas continued to pay the homeowners' insurance, homeowners association fees, property taxes, and the costs of the telephone and the home security system.¹² Upon moving into the Property, Collins and her partner Brian Moore ("Moore") performed cleaning and repairs to the Property.¹³ And, Collins gave her children permission to store their personal property on the Property while she lived on the Property.¹⁴

B. Partition Proceedings

On May 18, 2016, Thomas and Robert filed the Petition for Partition of Real Property ("Petition").¹⁵ Collins filed her Answer and Counterclaim on July 8, 2016, demanding that the Property be appraised and be sold through a realtor of her

¹⁰ *Id.* 57:14-58:8; *id.* 103:22-104:22 (describing visits to the Property in late 2014 and early 2015 to clean the Property). Collins changed the utilities into her name in the fall of 2014 because she stated she "was cleaning the house." *Id.* 56:17-20; *id.* 57:15-17.

¹¹ *Id.* 60:2-4; *see also id.* 102:24 (testimony of Moore). But, in a June 14, 2016 letter to the Court, Collins stated that she had resided in the Property since June 29, 2015. *See* D.I. 5, at 1. And, the Property's utility bills provided by Collins list the Property as her address as of November of 2014. *See* Resp't Tr. Ex. 2.

¹² Trial Tr. 82:1-5.

¹³ *Id.* 109:5-112:4.

¹⁴ Pet'r Tr. Ex. 217.

¹⁵ D.I. 1. Apparently, the parties had previously unsuccessfully explored selling the Property by private sale without partition. Trial Tr. 76:3-20.

choosing, the Estate reimburse her for various expenses, and Thomas and Robert reimburse the Estate for damage and depreciation to the Property.¹⁶ Petitioners moved to dismiss the counterclaim on July 13, 2016.¹⁷ Then-Master Ayvazian issued a final master's report recommending that the Court dismiss the counterclaim on November 28, 2016.¹⁸ Collins filed exceptions to the report on December 12, 2016.¹⁹ On *de novo* review, Vice Chancellor Glasscock dismissed Collins' counterclaims, holding that the Court had no jurisdiction over Collins' estate claims and could not impose Collins' proposed non-statutory conditions on a partition sale.²⁰ On August 29, 2017, Vice Chancellor Glasscock ordered the partition sale, which was to occur at public venue to the highest bidder, and the appointment of a trustee.²¹

Following the order for a partition sale, Collins did not leave the property.²² Collins repeatedly stated she was going to vacate the Property through the fall of

¹⁶ D.I. 7.

¹⁷ D.I. 9.

¹⁸ D.I. 17.

¹⁹ D.I. 18.

²⁰ D.I. 39.

²¹ D.I. 43.

²² Pet'r Tr. Ex. 140-142 (memorializing conversations between Collins and Petitioners' attorney where Collins stated that she was unable to move out of the Property following the order for a partition sale).

2017.²³ By mid-2018, Collins had yet to leave the Property and the trustee had not begun preparations for the partition sale.²⁴

C. Order to Vacate the Property

On June 22, 2018, the trustee filed a proposed order to vacate the property.²⁵ At that time, the trustee informed the parties that “the marketing and sale of occupied premises is more difficult than the sale of vacate [sic] property on account of providing access to perspective [sic] bidders.”²⁶ A status conference was held on August 6, 2018, where Vice Chancellor Glasscock informed Collins that she would need to vacate the property and turn over her keys to allow the partition sale to move forward.²⁷ On September 5, 2018, Collins informed the Petitioners’ attorney that she was unable to move out because the insurance on the Property would lapse if it was vacant and that she had not completed moving out due to the legal research

²³ In September of 2017, Collins stated that she was going to vacate in October of 2017. *Id.* 146. On October 9, 2017, Collins stated that she was in the process of leaving the Property but needed to complete some repairs to the Property before leaving. *Id.* 149. On October 31, 2017, Collins emailed the Petitioners’ attorney and stated that she was moving personal property out of the Property but that she was “probably staying behind to watch the progress of the house’s auction.” *Id.* 150. On November 8, 2017, Collins stated to the Petitioners’ attorney and the trustee that she had not left the Property. *Id.* 152.

²⁴ *Id.* 153-154.

²⁵ D.I. 44.

²⁶ *Id.*, Ex. 2.

²⁷ D.I. 46; D.I. 47.

necessary for this matter.²⁸ Later that same day, Collins stated that she was unable to move out until she completed repairs and because a roof collapsed at her storage unit.²⁹

At a September 21, 2018 status conference, Vice Chancellor Glasscock ordered the parties to vacate the property by October 22, 2018, and issued an order to that effect on September 24, 2018 (“Order to Vacate”).³⁰ Vice Chancellor Glasscock told Collins, who was present at the status conference, “you’re going to have to vacate so that people can come through and made a reasonable bid to generate as much value as possible.”³¹ He stated that he was “going to order [her] to be out,” and that she could not return to the property without her co-tenants’ and the trustee’s consent.³² Further, the trustee indicated that he would start the partition sale process once the co-tenants, including Collins, turned over their keys.³³

On September 24, 2018, the Petitioners’ attorney reiterated to Collins that she needed to move out and turn over her keys to either him or the trustee and his clients would then remove their personal property from the Property.³⁴ On September 28,

²⁸ Pet’r Tr. Ex. 159.

²⁹ *Id.* 158.

³⁰ D.I. 50; D.I. 51.

³¹ Conf. Tr. 9:2-5.

³² *Id.* 9:10-10:8.

³³ *Id.* 12:5-17.

³⁴ Pet’r Tr. Ex. 171.

2018, Collins replied that the co-tenants were all “ordered to vacate [the Property] together on October 22nd, 2018.”³⁵ On October 22, 2018, Thomas and Robert went to the Property to remove their possessions from the Property with a truck and help.³⁶ When they arrived at the Property, personal property was scattered all over the Property, and they loaded up the truck with their personal property that they could access.³⁷ Collins agreed in writing to take responsibility for the remaining items that Thomas and Robert left and indicated they were unable to retrieve.³⁸

Collins did not leave the Property on October 22, 2018 and had not left by November 1, 2018.³⁹ Although the Property was no longer her full-time residence sometime after November 1, 2018,⁴⁰ personal property that she was responsible for

³⁵ *Id.* 176.

³⁶ Trial Tr. 12:24-13:6.

³⁷ *Id.* 13:9-15.

³⁸ *Id.* 13:17-23; Pet’r Tr. Ex. 184 (Collins signed the statement saying that “[Thomas and Robert] removed all their personal possessions from [the Property] ... All remaining [illegible] items are mine & my responsibility & my children’s ... responsibility.”). Collins disputes that Petitioners removed all of their property, and Moore testified that Thomas and Robert left “a lot of their things” on the Property. Trial Tr. 124:14-125:1. But, Moore confirmed that Collins did sign the letter accepting responsibility for the remainder of the personal property on the Property. *Id.* 125:13-16. Additionally, in an October 22, 2018 email to Petitioners’ attorney, Collins stated that “[Robert] signed over the rest of the contents of the house to me, because I told him I’d handle it for him.” Pet’r Tr. Ex. 185.

³⁹ Trial Tr. 153:8-9 (“[U]nfortunately, we couldn’t leave that last day.”); *see also* Pet’r Tr. Ex. 185-186; *id.* 192.

⁴⁰ Collins signed a residential lease for premises in Marydel, Delaware on October 19, 2018 to run through November 1, 2019. *See* Pet’r Tr. Ex. 177. However, she did not move into the rental unit immediately. Trial Tr. 128:20-129:2.

remained on the Property through May of 2019.⁴¹ Collins regularly went onto the Property through February of 2019⁴² and into May of 2019.⁴³ Because Collins had not fully vacated the Property, the trustee had not moved forward with the partition sale by March 15, 2019.⁴⁴

On April 27, 2019, Thomas went to the Property to determine whether anyone was still on the Property.⁴⁵ When Thomas approached the house on the Property, he noticed boxes scattered around the house through the window, and a cat coming from upstairs in the Property.⁴⁶ Thomas attempted to enter the house, but Moore came down the stairs in the house.⁴⁷ Moore had been sleeping on the Property.⁴⁸

⁴¹ See Pet'r Tr. Ex. 202-03 (Collins' April 30, 2019 email describing her furniture and boxes of items that remained on the Property, and stating that she took some of her personal property back to the Property during December of 2018 and January of 2019 when her rental unit developed mold issues); *id.* 208-09 (Collins' May 3, 2019 email discussing her children's property in the Property and that Moore is getting another truck "[t]o save his tools and motorcycle," but "won't want to take my son's furniture in the basement"); *id.* 225-26.

⁴² *Id.* 157:15-16 ("I think we were just cruising back and forth, still continuing work."); *id.* 161:5-8.

⁴³ Pet'r Tr. Ex. 216.

⁴⁴ See D.I. 53, at 4. Discussions ensued between Petitioners' counsel and the trustee in March and April of 2019 about what steps to take to remove Collins from the Property. *Id.*

⁴⁵ Trial Tr. 15:9-11; D.I. 54, Aff., ¶ 2.

⁴⁶ Trial Tr. 15:13-14; D.I. 54, Aff., ¶ 2.

⁴⁷ Trial Tr. 15:15-19.

⁴⁸ *Id.* Collins admitted that Moore was on the Property that day but disputed whether he had spent the night there. *Id.* 158:4-8. However, emails from Collins dated April 30, 2019 and May 3, 2019 stated that Moore was sleeping on the Property in April of 2019. Pet'r Tr. Ex. 202; *id.* 209.

Petitioners filed their Motion for Contempt and Related Relief (“Contempt Motion”) on May 6, 2019, arguing that Collins violated the Order to Vacate and that, as a result of her contempt and other obstructionist conduct, Petitioners should be awarded their attorneys’ fees.⁴⁹ On May 31, 2019, Collins notified the Petitioners’ attorney that she still needed to get personal property out of the Property.⁵⁰ On June 19, 2019, the trustee received Collins’ keys to the Property.⁵¹

D. Partition Sale

The Property was sold at public auction on October 25, 2019 and settlement occurred on November 22, 2019.⁵² The Court confirmed the trustee’s return of sale on December 12, 2019.⁵³ On December 10, 2019, Petitioners filed a Motion for Encumbrance Against Share of the Respondent, seeking contribution for various expenses paid toward the Property.⁵⁴ Collins filed a letter opposing both the Contempt Motion and the Motion for Encumbrance on January 14, 2020.⁵⁵ Petitioners filed a Proposed Order for Distribution (“Decree for Distribution”) on

⁴⁹ D.I. 54.

⁵⁰ Pet’r Tr. Ex. 225.

⁵¹ *Id.* 228.

⁵² D.I. 56, ¶¶ 10, 15.

⁵³ D.I. 60. The trustee filed the return of sale on November 26, 2019. D.I. 56. No party filed an objection to the return of sale.

⁵⁴ D.I. 58.

⁵⁵ D.I. 61.

February 10, 2020.⁵⁶ Due to the COVID-19 pandemic, a hearing on the Contempt Motion and the Decree for Distribution was delayed.⁵⁷ An evidentiary hearing (“Trial”) on the Contempt Motion and the Decree for Distribution was held on August 19, 2021.⁵⁸ Petitioners and Collins filed their written closing arguments on September 20, 2021.⁵⁹ Petitioners also filed a supplemental attorneys’ fees affidavit on September 20, 2021.⁶⁰

II. Analysis

A. *Motion for Contempt*

Petitioners seek sanctions from Collins arguing that she violated the Order to Vacate and that she filed counterclaims and exceptions that were frivolous and in

⁵⁶ D.I. 63.

⁵⁷ See D.I. 64; D.I. 65; D.I. 66; D.I. 67.

⁵⁸ D.I. 75. On August 12, 2021, Collins requested a continuance of Trial because she intended to file a “Proposed Motion for Contempt” against Thomas and Robert and she needed additional time to prepare exhibits and witnesses. See D.I. 72. I denied that continuance because Collins had ample opportunity to prepare for Trial due to the pandemic related delay. See D.I. 74. At Trial, I heard testimony from Thomas, Collins, and Moore, and 59 exhibits were received into evidence. See D.I. 75.

⁵⁹ D.I. 77; D.I. 79. Collins also filed a “Corrected Respondent’s Reply for the August 19th, 2021 Court Hearing” on September 21, 2021. See D.I. 80. Because this filing was received after the deadline for the parties’ written closings and differs substantively from Collins’ September 20, 2021 closing argument (it recites factual evidence that was not presented at Trial), I do not consider the September 21, 2021 filing.

⁶⁰ D.I. 78.

bad faith.⁶¹ Collins argues that she acted in good faith and that any violation of the Order to Vacate was not willful.⁶²

1. Standard of Review

Court of Chancery Rule 70(b) codifies the Court’s inherent power to hold a party in contempt for failing “to obey or perform any order.”⁶³ “The remedy of civil contempt serves two purposes: to coerce compliance with the order being violated, and to remedy injury suffered by other parties as a result of the contumacious behavior.”⁶⁴ “To be held in contempt, a party must be bound by an order, have notice of it, and nevertheless violate it.”⁶⁵ The violation “must not be a mere technical one, but must constitute a failure to obey the Court in a meaningful way.”⁶⁶ “Even where there has been a violation, the Court will consider good faith efforts to comply with the order or to remedy the consequences of non-compliance.”⁶⁷ “The moving party is not required to show that the violation was willful or intentional, but the intentional or willful nature of a contemnor’s acts may be considered in determining the

⁶¹ D.I. 54.

⁶² D.I. 79.

⁶³ Ct. Ch. R. 70(b); *see also Deutsch v. ZST Dig. Networks, Inc.*, 2018 WL 3005822, at *9 (Del. Ch. June 14, 2018).

⁶⁴ *In re TransPerfect Glob., Inc.*, 2019 WL 5260362, at *9 (Del. Ch. Oct. 17, 2019) (quoting *Aveta Inc. v. Bengoa*, 986 A.2d 1166,1181 (Del. Ch. 2009)).

⁶⁵ *Bengoa*, 986 A.2d at 1181.

⁶⁶ *Id.* (quoting *Dickerson v. Castle*, 1991 WL 208467, at *4 (del. Ch. Oct. 15, 1991)).

⁶⁷ *Id.*

appropriate sanction.”⁶⁸ The standard of proof for civil contempt is preponderance of the evidence.⁶⁹

2. Collins’ Violation of the Order to Vacate

Petitioners argue that Collins should be found in contempt because Collins had not vacated the Property more than six months after the Order to Vacate became effective.⁷⁰ Collins responds that she did not willfully violate the Order to Vacate because she did not understand that the word “vacate” meant she had to remove all of her personal property.⁷¹

The Order to Vacate required Collins to remove herself and her belongings from the property by October 22, 2018.⁷² The Order to Vacate, as written, states that all parties should “vacate occupancy of the premises known as 97 Gaelic Court, Magnolia, Kent County, Delaware and provide access to the auctioneer to prepare the premises for advertisement and sale by Monday, October 22, 2018.”⁷³ “Vacate” means “[t]o surrender occupancy or possession”⁷⁴ or “to give up the incumbency or

⁶⁸ *Litterst v. Zenph Sound Innovations, Inc.*, 2013 WL 5651317, at *3 (Del. Ch. Oct. 17, 2017).

⁶⁹ *See inTEAM Assocs., LLC v. Heartland Payment Sys., LLC*, 2021 WL 5028364, at *11 (Del. Ch. Oct. 29, 2021) (citing *In re Hurley*, 257 A.3d 1012, 1018 (Del. 2021)).

⁷⁰ *See* D.I. 54.

⁷¹ Trial Tr. 153:2-6; *id.* 169:4-12; D.I. 79, at 6-7.

⁷² D.I. 50; D.I. 51.

⁷³ D.I. 51.

⁷⁴ *Vacate*, Black’s Law Dictionary (11th ed. 2019).

occupancy of.”⁷⁵ The word “vacate” unambiguously means that any acts of occupancy or possession are no longer permitted. At the September 21, 2018 status conference, the Vice Chancellor explicitly told Collins that, after the Order to Vacate went into effect on October 22, 2018, Collins was no longer allowed onto the property without the permission of all parties.⁷⁶ Thus, there was a clear order from the Court that, by October 22, 2018, Collins was to remove herself and her belongings from the property and to not return.⁷⁷

Collins knowingly violated the Order to Vacate.⁷⁸ She participated in the September 21, 2018 status conference when Vice Chancellor Glasscock issued this order.⁷⁹ And, at Trial, she did not dispute that she had actual knowledge of the Order

⁷⁵ *Vacate*, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/vacate> (last visited December 16, 2021).

⁷⁶ Conf. Tr. 9:22-10:8.

⁷⁷ Additionally, the Petitioners’ attorney reiterated to Collins that she needed to remove all her personal property from the Property and turn over her keys to the trustee. Pet’r Tr. Ex. 171.

⁷⁸ Collins has suggested that her siblings have also engaged in contemptuous behavior because they left personal property on the Property on October 22, 2018. *See* D.I. 79, at 5-6; D.I. 61, at 3-4. Collins argues that Petitioners deceived her into taking responsibility for all remaining personal property on the Property and that Petitioners remained responsible for those items. D.I. 79, at 5-6. But, Collins assumed responsibility for those items in writing. Pet’r Tr. Ex. 184. And, a contemporaneous statement from Collins in an email to Petitioners’ attorney acknowledged that she had taken responsibility for the remaining contents of the Property. Pet’r Tr. Ex. 185 (“[R]obert signed over the rest of the contents of the house to me, because I told him I’d handle it.”). Although Collins appears to later regret that decision, the evidence shows that, after October 22, 2018, the items remaining on the Property were Collins’ responsibility.

⁷⁹ D.I. 50.

to Vacate.⁸⁰ Further, the evidence shows that Collins did not move out of the Property until after November 1, 2018;⁸¹ she repeatedly went onto the Property throughout the fall of 2018 and the spring of 2019;⁸² she moved her personal items back onto the Property in December of 2018 or January of 2019;⁸³ she allowed Moore to stay on the property overnight in April of 2019;⁸⁴ and she or her guests (her children) had possessions on the property until after May 31, 2019.⁸⁵ She did not turn over her keys to the Property to the trustee – or relinquish possession of the Property completely – until June 19, 2019.⁸⁶ Therefore, I conclude that Collins was in contempt of the Order to Vacate from October 23, 2018 until June 19, 2019.

3. Attorneys' Fees for "Frivolous" Counterclaims and Exceptions

In the Contempt Motion, Petitioners ask that Collins also be found in contempt for filing "frivolous" counterclaims and exceptions.⁸⁷ Collins refutes that claim, arguing that, although Vice Chancellor Glasscock ultimately decided that her

⁸⁰ See Trial Tr. 169:2-12.

⁸¹ Pet'r Tr. Ex. 192; Trial Tr. 153:24-154:3.

⁸² Trial Tr. 155:11-14; *id.* 157:14-16; *id.* 160:14-23; Pet'r Tr. Ex. 202; *id.* 225.

⁸³ Pet. Tr. Ex. 209.

⁸⁴ Trial Tr. 15:15-19; Pet'r Tr. Ex. 202. Ms. Collins disputed whether Moore had spent the night on the Property. Trial Tr. 158:4-8. However, an email from Ms. Collins dated April 30, 2019 stated that Moore was sleeping on the Property in April 2019. Pet'r Tr. Ex. 202.

⁸⁵ *Id.* 225-26.

⁸⁶ *Id.* 228.

⁸⁷ D.I. 54, at 1-2.

exceptions were legally frivolous, they were not filed in bad faith and presented only her “claims, grievances and objections.”⁸⁸

In overruling Collins’ exceptions, Vice Chancellor Glasscock characterized Collins’ counterclaims and exceptions as “legally frivolous.”⁸⁹ This characterization was based upon the Court’s lack of subject matter jurisdiction over Collins’ contentions related to Decedent’s estate and her claims seeking to impose non-statutory conditions upon the partition sale.⁹⁰ However, the Vice Chancellor noted, “[t]his is an unsatisfying case for a Court of Equity,”⁹¹ and that her allegations related to the estate, “if proven, are serious.”⁹² Even if “legally frivolous,” there is no evidence that Collins committed a clear violation of a court order, or failed to obey the Court, by filing them. I decline to grant this aspect of the Contempt Motion.⁹³

⁸⁸ D.I. 79, at 3-4.

⁸⁹ D.I. 39, at 4.

⁹⁰ *Id.*, at 3-4.

⁹¹ *Id.* at 4.

⁹² *Id.* at 3.

⁹³ Further, if I consider Petitioners’ request for fee-shifting as a sanction under the bad faith exception to the American Rule, I would decline to award attorneys’ fees as a sanction. “Delaware follows the ‘American Rule,’ which provides that each party is generally expected to pay its own attorneys’ fees regardless of the outcome of the litigation.” *Shawe v. Elting*, 157 A.3d 142, 149 (Del. 2017); *see also ATP Tour, Inc. v. Deutscher Tennis Bund*, 91 A.3d 554, 558 (Del. 2014). “[A] well-established equitable exception to the American Rule is the bad faith exception.” *Marra v. Brandywine Sch. Dist.*, 2012 WL 4847083, at *4 (Del. Ch. Sept. 28, 2012); *see also Johnston v. Arbitrium (Cayman Islands) Handels AG*, 720 A.2d 542, 546 (Del. 1998). Under the bad faith exception, Delaware courts have awarded attorney’s fees for bad faith when “parties have unnecessarily prolonged or delayed litigation, falsified records or knowingly asserted frivolous claims.”

4. Contempt Sanction

Petitioners seek \$19,751.08 in attorneys' fees they alleged were wrongfully caused in this litigation by Collins' action⁹⁴ and interest at the legal rate on their share of the proceeds from the date the Petition was filed until date of distribution.⁹⁵ The "court has inherent power to fashion a remedy for contempt that is proportionate to the level of harm committed so long as the court exercises restraint."⁹⁶ "[S]anctions for civil contempt should be directed toward coercing compliance with the order being violated and remedying the injury suffered by other parties as a result of the contumacious behavior."⁹⁷ The chosen sanctions must be "just and reasonable" under the circumstances,⁹⁸ and the Court "is obligated to use the least possible power adequate to the end proposed" when selecting sanctions.⁹⁹

Kaung v. Cole Nat. Corp., 884 A.2d 500, 506 (Del. 2005) (citing *Johnston*, 720 A.2d at 546). Here, the evidence supports the conclusion that Collins did not knowingly assert frivolous claims in bad faith, even though those claims were determined to be legally frivolous. Fee-shifting would not be appropriate in this instance.

⁹⁴ D.I. 78, ¶ 12.

⁹⁵ D.I. 54, 2.

⁹⁶ *TR Inv'rs, LLC v. Genger*, 2009 WL 4696062, at *18 (Del. Ch. Dec. 9, 2009), *aff'd*, 26 A.3d 180 (Del. 2011).

⁹⁷ *Aveta Inc. v. Bengoa*, 986 A.2d 1166,1181 (Del. Ch. 2009).

⁹⁸ *Gallagher v. Long*, 940 A.2d 945, 2007 WL 3262150, at *2 (Del. 2007) (TABLE).

⁹⁹ *Genger*, 2009 WL 4696062, at *18, n. 74 (quoting Am. Jur. 2d *Contempt* § 195).

I award Petitioners \$3,080.00 in attorneys' fees for work directly related to the Contempt Motion.¹⁰⁰ This award is "remedial, as opposed to punitive"¹⁰¹ and imposes fees as a sanction on narrow grounds supported by specific evidence.¹⁰² It represents the Petitioners' actual legal expenses associated with efforts to cure Collins' contemptuous actions in violation of the Order to Vacate.

Further, I award Petitioners interest at the legal rate on their shares of the partition sale proceeds for the period between October 23, 2018 and June 19, 2019.¹⁰³ This award represents the Petitioners' lost time value of money for the period in which Collins was in violation of the Order to Vacate, and is "remedial, as opposed to punitive."¹⁰⁴ For Thomas and Robert, the interest accrued equals \$3,821.68

¹⁰⁰ This includes 8.8 hours of work performed by Petitioners' attorney from May 2, 2019 through May 7, 2019 multiplied by Petitioners' attorney's \$350.00 hourly rate. *See* D.I. 78. These charges were noted by Petitioners' attorney as work that would not have occurred but for Collins' contemptuous actions. *Id.* I limit the sanction to charges related to Collins' contemptuous actions that were incurred after October 22, 2018 – the date by which the Court ordered the co-tenants to vacate the Property and the other co-tenants had vacated, leaving only Collins on the Property.

¹⁰¹ *Genger*, 2009 WL 4696062, at *15.

¹⁰² *See, e.g., Thomas v. Thomas*, 102 A.3d 1138, 1151 (Del. 2014).

¹⁰³ *See, e.g., Great Am. Opportunities, Inc. v. Cherrydale Fundraising, LLC*, 2010 WL 338219, at *30 (Del. Ch. Jan. 29, 2010) (awarding prejudgment interest for contempt based on the legal rate (citing 16 *Del. C.* § 2301(a)); *Trans World Airlines, Inc. v. Summa Corp.*, 1987 WL 5778, at *1 (Del. Ch. Jan.21, 1987) ("The purpose of prejudgment interest is to compensate plaintiffs for losses suffered from the inability to use the money awarded during the time it was not available.")).

¹⁰⁴ *Genger*, 2009 WL 4696062, at *15.

each.¹⁰⁵ In fashioning this contempt sanction, I have tried to put Petitioners in the position they would have been in but for Collins' violation of the Order to Vacate, and to "use the least possible power adequate" to remediate Collins' violation of the Order to Vacate.¹⁰⁶

B. Distribution of the Partition Sale Proceeds

The parties held the Property as tenants-in-common, with each owning an undivided one-third share in the Property.¹⁰⁷ Accordingly, each co-tenant will receive a one-third share of the proceeds minus partition sale costs, and subject to

¹⁰⁵ The legal rate of interest is 5% over the Federal Reserve discount rate. *See* 16 *Del. C.* § 2301(a) ("Where there is no expressed contract rate, the legal rate of interest shall be 5% over the Federal Reserve discount rate including any surcharge as of the time from which interest is due."). Between October 23, 2018 and June 19, 2019, the Federal Reserve discount rate was between 2.75% and 3%. *See Interest Rates, Discount Rate for U.S.*, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/INTDSRUSM193N> (last visited Nov. 29, 2021). Generally, an award of prejudgment interest is based on the discount rate "as of the time from which interest is due," or at the "commencement of the running of the interest," and remains fixed at that rate, although the Court of Chancery has discretion to adopt a different approach in equity. *See Rollins Env. Servs., Inc. v. WSMW Indus., Inc.*, 426 A.2d 1363, 1367-68 (Del. 1980).); *see also Kirkpatrick v. Caines Landing Wildlife Pres. Ass'n*, 1992 WL 332104, at *6 (Del. Ch. Nov. 12, 1992), *aff'd*, 633 A.2d 369 (Del. 1993) ("In exercising that discretion, this Court may (but is not required to) award interest at the legal rate established by 6 *Del.C.* § 2301(a)."). In this instance, I fix the interest rate at 7.75%, because the discount rate on October 23, 2018 (at the time that interest became due) was 2.75%. The awarded interest is based upon Thomas' and Robert's one-third share of the sale proceeds (including contribution but before adding in attorneys' fees), or \$72,588.27. *See* n. 149 and n. 150 *infra*. The total interest (\$3,821.68) each for Thomas and Robert is calculated at the 7.75% rate for 248 days between October 23, 2018 and June 19, 2019 days (at a daily rate of \$15.41).

¹⁰⁶ *Genger*, 2009 WL 4696062, at *18, n. 74 (quoting *Am. Jur. 2d Contempt* § 195).

¹⁰⁷ *See* D.I. 43, 2; ROW Folio, D.I. 2.

contributions and offsets proven by a co-tenant. \$207,876.35 in sale proceeds remain to be distributed with \$3,000.00 to be deducted for the trustee's fees and costs, leaving \$204,876.35.¹⁰⁸ A one-third share equals \$68,292.11, subject to contributions and offsets.¹⁰⁹

Petitioners request contribution from Collins for various expenses they incurred on the Property from 2012 to 2019, including property taxes, insurance, homeowners association fees, utilities, and lawn care.¹¹⁰ Collins requests contribution for maintenance that she and Moore performed on the Property and a surcharge for depreciation on the Property.¹¹¹ Additionally, the contempt sanctions I have imposed against Collins will be set off against her share of the sale proceeds. I address each issue in turn.

1. Contributions for Taxes, Insurance, and Homeowners Association Fees

Petitioners seek contribution from Collins for her one-third share of the \$11,495.15 they expended on property taxes, \$4,928.20 in insurance, and \$1,475.00

¹⁰⁸ D.I. 63; D.I. 56.

¹⁰⁹ Since \$204,876.35 does not divide evenly into one-thirds, I arbitrarily add one penny to Collins' and Thomas' shares.

¹¹⁰ See D.I. 58; D.I. 63. The evidence does not show whether Thomas or Robert actually paid the claimed expenses. Trial Tr. 30:2-31:22; see also D.I. 58, Aff. But, Petitioners propose that these expenses be credited jointly and equally to Thomas and Robert for purposes of determining the sale proceeds distribution. Trial Tr. 80:21-81:15.

¹¹¹ See Resp't Tr. Ex. 3; D.I. 79.

in homeowners association fees for the Property.¹¹² Collins did not object to the contribution for the taxes and other expenses.¹¹³

“[A] cotenant not in possession also has a duty to contribute to the cotenant in possession as to any payments on a mortgage or for taxes.”¹¹⁴ The party claiming contributions for taxes, repairs, or other costs has the burden of proof.¹¹⁵

I find that Petitioners have a right to contribution from Collins for her one-third share of the taxes, insurance expenses, and homeowners association expenses.¹¹⁶ And, there is sufficient evidence to show that Petitioners paid

¹¹² D.I. 58. Petitioners assert they expended \$17,898.35 on taxes, insurance and homeowners association fees during the co-tenancy (between July 26, 2012 and October 23, 2019). *See id.*

¹¹³ Trial Tr. 75:7-10. However, Collins did raise concerns that Thomas and Robert did not share throughout the years the bills for the Property’s expenses. D.I. 7, ¶ 10; Trial Tr. 58:5-22.

¹¹⁴ *Haygood v. Parker*, 2013 WL 1805602, at *3 (Del. Ch. Apr. 30, 2013) (citing *Carradin v. Carradin*, 1980 WL 268076, at *2 (Del. Ch. Sept. 22, 1980)); *see also Est. of Weber v. Weber* [hereinafter “*Weber*”], 2014 WL 589714, at *5 (Del. Ch. Feb. 17, 2014) (“Delaware law requires cotenants to share equally the taxes imposed on jointly-owned property and insurance costs associated with the property, even when one cotenant has exclusive possession of the property.”) (citation omitted); *In re Real Estate of Turulski* [hereinafter “*Turulski*”], 1993 WL 18767, at *5 (Del. Ch. Jan. 21, 1993) (co-tenant is reimbursed for payments on taxes related to partition sale proceeds distribution).

¹¹⁵ *Weber*, 2014 WL 589714, at *5-6 (denying contribution claims because the cotenant “provided no justification” for the claimed figures).

¹¹⁶ Homeowner association fees are incidental to property ownership and, if unpaid, can result in assessments against the property. They are similar to payments for taxes and insurance because they benefit all co-tenants. *See Carradin*, 1980 WL 260876, at *2 (“Under the general principles governing contribution, the settled general rule is that when one co-tenant has paid a debt or obligation for the benefit of the common property, or has discharged a lien on or an assessment imposed against it, he is entitled as a matter of right

\$11,495.15 in taxes, \$4,928.20 in insurance, and \$1,475.00 in homeowner association fees on the Property, for a total of \$17,898.35.¹¹⁷ I also find sufficient evidence that Collins paid \$521.29 in taxes on the Property.¹¹⁸ In total, the parties paid \$18,419.64 for taxes, insurance and homeowners association expenses, with Petitioners' jointly being responsible for two-thirds of the total, or \$12,279.76, and Collins for one-third, or \$6,139.88. Since Collins only contributed \$521.29 towards these expenses, her share of the sale proceeds must be reduced by \$5,618.59, and Thomas' and Robert's shares each increased by \$2,809.29.¹¹⁹

2. Contributions for Utilities and Other Expenses

Petitioners seek contribution from Collins for her one-third share of the \$3,573.72 they expended in utilities, \$1,934.00 in lawn care expenses, and \$3,572.15 for the Property's security system and related phone service expenses, totaling \$9,079.87.¹²⁰ Collins does not object to the contribution for utility expenses.¹²¹

to have his co-tenants refund to him their proportionate shares of the amount paid or else abandon their interests in the property.”) (citation omitted).

¹¹⁷ D.I. 58, Aff.; Trial Tr. 18:10-20:7.

¹¹⁸ Trial Tr. 31:13-22; D.I. 1, ¶ 10; D.I. 7, ¶ 10.

¹¹⁹ Because \$5,618.59 does not divide evenly in half, I arbitrarily add one penny to Robert's share.

¹²⁰ D.I. 58, Aff.; Trial Tr. 18:10-20:7.

¹²¹ Trial Tr. 75:7-10.

If proven,¹²² contribution for utilities may be allowed pursuant to an agreement or consent between the cotenants,¹²³ or where the utilities were paid by a co-tenant not living on the property but result in a benefit to the common property.¹²⁴ First, I find that there is sufficient evidence to show that Petitioners incurred these expenses.¹²⁵ Second, I conclude that these expenses were for a common benefit to the Property. The claimed utility expenses, including payments to Artesian (for water),¹²⁶ Chesapeake Utilities (for gas),¹²⁷ and Delaware Electric Cooperative (for electricity),¹²⁸ represent the utility expenses for the period before Collins moved onto the Property.¹²⁹ These expenses benefitted all of the co-tenants¹³⁰ so it is appropriate

¹²² See *Weber*, 2014 WL 589714, at *5-6 (Del. Ch. Feb. 17, 2014).

¹²³ See *Fulton v. Hughes*, 2021 WL 1501559 (Del. Ch. Apr. 15, 2021) (“Delaware law is clear that ‘living expenses of a co-tenant in possession of joint property (including repairs, maintenance, and utilities) need not be shared by the other co-tenant(s).’”) (quoting *In re 615 7th St., Wilm., DE 17801, Tax Parcel No. 26-044.10-022*, 2019 WL 4723817, at *4 (Del. Ch. Sept. 26, 2019)).

¹²⁴ See *Carradin v. Carradin*, 1980 WL 260876, at *2 (Del. Ch. Sept. 22, 1980); *Turulski*, 1993 WL 18767, at *5 (Del. Ch. Jan. 21, 1993) (denying contribution for utilities that are “expenses that [the party requesting contribution] incurred for his own benefit while he was living in the [property] rent free”).

¹²⁵ D.I. 58, Aff.; Trial Tr. 18:10-20:7.

¹²⁶ Trial Tr. 26:3-4.

¹²⁷ *Id.* 26:5-7.

¹²⁸ *Id.* 26:8-10.

¹²⁹ *Id.* 56:17-20; *id.* 58:8-18. The last claimed expense for water, gas or electricity was paid on October 31, 2014, which is consistent with Collins’ statement that she began paying utility bills in November of 2014. *Id.*

¹³⁰ *Cf. Turulski*, 1993 WL 18767, at *5 (Del. Ch. Jan. 21, 1993).

that the co-tenants share in the expenses. I find the lawn care expenses were incurred to maintain compliance with the homeowners association regulations and prevent further citations,¹³¹ so these expenses also conveyed a common benefit to the Property. And, in this instance, the home security system and associated telephone expenses provided a common benefit to the Property.¹³² Therefore, I allow all of these expenditures as contributions. Collins testified that she paid for utilities but only provided proof of payments for November of 2014, in the amount of \$79.35.¹³³

In total, the parties paid \$9,159.22 in utilities and other expenses, and each co-tenant is responsible for a one-third share of these expenses, or \$3,053.07.¹³⁴

¹³¹ Trial Tr. 26:21-27:2. Grass cutting expenditures were incurred between the spring and fall in 2013, 2014, 2015 and 2019. Pet'r Tr. Ex. 231-38. Thomas testified that when Collins lived on the Property, Petitioners thought she could cut the grass but, Robert eventually hired someone to cut the grass when "the grass wasn't being maintained." Trial Tr. 27:12-16.

¹³² Thomas testified that the purpose of the security system was to keep the Property secure. *Id.* 27:22-28:20; *id.* 29:13-17. It had been installed by Decedent and telephonic access was necessary for the system. *Id.* 24:24-28:11. No co-tenants objected to the security system. *Id.*

¹³³ In Collins' Answer and Counterclaim, she stated that she should be entitled to contribution for her utility expenses. *See* D.I. 7, ¶ 10. However, the only proof of payments she provided were copies of the Property's electricity and gas bills for November of 2014, along with her testimony that she paid the utilities from November of 2014 until the Property was sold. Resp't Tr. Ex. 2 (the Delaware Electric Coop bill was for \$62.35 and the Chesapeake bill was for \$17.00); Trial Tr. 58:12-22. Petitioners assert that Collins was living in the Property and should pay the cost of utilities since they benefitted her. *Id.* 59:17-21. Collins responded that she was not living in the Property in November of 2014. *Id.* 9:22-60:4. Since no utility expenses paid by Collins when she lived in the Property are at issue, I do not address Petitioners' argument.

¹³⁴ Because \$9,159.22 does not divide evenly in thirds, I arbitrarily add one penny to Thomas' share of the responsibility for utility expenses for purposes of this calculation.

Since Collins only documented contribution towards these expenses was \$79.35, her share of the sale proceeds must be reduced by \$2,973.72, and \$1,486.86 will be added to each of Thomas' and Robert's shares of the sales proceeds.

3. Contribution for Maintenance

At Trial, Collins claimed contribution for the maintenance expenses that she and Moore incurred and for services that Mr. Moore provided.¹³⁵ Petitioners oppose this request for contribution because Collins did not prove these expenses and Moore performed the work while living in the Property rent-free.¹³⁶

To be entitled to contribution from sale proceeds, a co-tenant must show that the other co-tenant agreed to the repairs or that improvements enhanced the property's value.¹³⁷ They must also prove the expenses for which they seek contribution.¹³⁸ Moore testified that the list submitted by Collins at Trial reflected

¹³⁵ Trial Tr. 113:13-117:18; Resp't Tr. Ex. 3. Collins included additional expenses in her September 21, 2021 "Corrected Respondent's Reply for the August 19th, 2021 Court Hearing." D.I. 80. As previously discussed, I do not consider this document. *See* n. 59 *supra*. Further, at Trial, Collins was instructed that the record closed at the end of the hearing and that the hearing, not the written closing argument, was the proper venue to introduce evidence of expenses. *See* Trial Tr. 96:12-100:3.

¹³⁶ D.I. 77, at 10.

¹³⁷ *Weber*, 2014 WL 589714, at *5-6 (Del. Ch. Feb. 17, 2014); *see also Haygood v. Parker*, 2013 WL 1805602, at *5 (Del. Ch. Apr. 30, 2013) (citing *In re McCaffrey*, 1995 WL 37794, at *1 (Del. Ch. May 31, 1995)).

¹³⁸ *See Weber*, 2014 WL 589714, at *5-6 (denying contribution where a cotenant "provide[s] no justification for the arbitrary ... figure[s] assigned to her 'labor' costs," the Court will not impose the contribution upon the other co-tenants").

the work he actually did.¹³⁹ But, he never billed Collins for the work, and Collins never paid him for these expenses.¹⁴⁰ Further, Moore provided no evidence that these statements were based upon detailed records maintained contemporaneously with the performance of work and even questioned the accuracy of this list during his testimony.¹⁴¹ Therefore, I conclude that Collins has not proved that she actually incurred these claimed expenses. Further, she has not shown that Thomas or Robert agreed to the repairs made, or that any improvements enhanced the Property's value.

4. Contribution for Depreciation to the Property

In her written closing statement, Collins requested

“a percentage interest on her third of the auction price for [Petitioners] holding off a sale of the 97 Gaelic home ... since 2010, the disintegration of the Co-owned Property that she and Mr. Moore attempted to repair, [and] the loss of a third of the fair market value of 97 Gaelic Court that they put a lot of physical labor into attaining.”¹⁴²

The basis of her claim is not clear. To the extent her claim pertains to Petitioners' decision to pursue partition, there is no basis in law to grant this relief.¹⁴³ Co-tenants

¹³⁹ Trial Tr. 115:15-21.

¹⁴⁰ *Id.* 121:20-122:2.

¹⁴¹ *See id.* 115:16 (“And there’s even things I missed on the list.”). Moore could not articulate a specific basis upon which he reached the figures he claimed. *See id.* 122:18-123:12. Moore suggested that he had more specific information, but admitted that he had no more specific information that he could produce. *Id.* 142:6-143:3; *id.* 143:12-13.

¹⁴² D.I. 79, at 8.

¹⁴³ This matter has already been addressed by the Court. In her exceptions to the November 28, 2016 Master's Report, Collins requested that the Court award her a “third of the almost \$290,000 auction price that the Plaintiffs asked for, before any fees or compensations are

have a statutory right to partition jointly-owned real property.¹⁴⁴ It “is part of the nature of property held jointly [that] property held by co-tenants is subject to a forced sale at the will of any co-tenant.”¹⁴⁵ It is not a defense to a partition action that a public sale would not generate fair market value for the property, nor it is a basis for damages against a co-tenant.¹⁴⁶ To the extent her claim focuses on Petitioners’ decision to wait to file the partition action until six years after Decedent’s death, Collins, as co-tenant, had the statutory right to file for partition of the Property and could have done so at any point prior to Petitioners’ filing of the Petition.¹⁴⁷ Therefore, I deny Collins’ request for a contribution for depreciation to the Property.

taken out, as well as one third of any profit above that price” and additional fees for her incidental expenses related to the partition sale. D.I. 22, at 8; *see also* D.I. 28, at 5-6. In denying the exceptions, Vice Chancellor Glasscock held that Collins “has no right to frustrate [a partition] sale [at public vendue] by imposing non-statutory conditions upon it.” D.I. 39, at 4. Additionally, at Trial, Collins appeared to argue that Petitioners should be surcharged because Thomas could have listed the Property as executor of the Estate. *See* Trial Tr. 62:18-22; *id.* 43:15-19; D.I. 79, at 4. This is not a basis to surcharge co-tenants, and issues related to the Estate are not properly before this Court. *See* D.I. 39, at 2-3.

¹⁴⁴ *See* 25 Del. C. § 721 *et seq.*

¹⁴⁵ *Wingate v. Walker*, 2004 WL 74474, at *2 (Del. Ch. Jan. 12, 2004).

¹⁴⁶ *See* D.I. 39, 4; *see also* *Wingate*, 2004 WL 74474, at *2; *In re Real Estate of Calvarese*, 1992 WL 87328, at *1 (Del. Ch. Apr. 27, 1992) (“In [most partition cases, the co-owners] all agree to a private sale because it is generally understood that a greater price is likely to be realized in that way than through a public sale, which is a notoriously poor way to get a good price”). In addition, Collins criticized how the auction was conducted. *See* D.I. 61, 8-9. However, procedural irregularities with the partition sale auction are addressed through an objection to the trustee’s return of sale, which was confirmed by the Court without objection from Collins.

¹⁴⁷ She also appears to argue that the value of the repairs made by her and Moore on the Property were reduced because of Petitioners’ delay in selling the Property. D.I. 79, 8. Collins and Moore allegedly continued to make repairs through early 2019, but Petitioners’

III. Conclusion

For the reasons set forth above, I recommend that the Court find Mary Ann Collins in contempt of the Court's Order to Vacate and award contempt sanctions of \$10,723.36, representing \$3,080.00 in Petitioners' attorneys' fees incurred related to the Contempt Motion, and \$7,643.36 in interest for Petitioners' lost time value of money during the period that Collins was in violation of the Order to Vacate.

\$207,876.35 in proceeds from the partition sale of the Property remains to be distributed. I recommend that Court direct the trustee to distribute \$3,000.00 to himself in fees and, of the remaining \$204,876.35 in sale proceeds, that \$48,976.45 be distributed to Respondent Mary Ann Collins,¹⁴⁸ \$77,949.95 to Petitioner Thomas

alleged delay occurred prior to that time. *See, e.g.*, Pet'r Tr. Ex. 148. Further, Collins' failure to vacate the Property on a timely basis delayed the partition sale of the Property.

¹⁴⁸ I calculate Collins' share by taking \$68,292.12 (her one-third of the sales proceeds less the trustee's fees), subtracting \$5,618.59 (representing the contribution for taxes, insurance, and homeowners' association fees), subtracting \$2,973.72 (representing the contribution for utilities, lawn care, and home security system expenses), and subtracting \$10,723.36 (representing the contempt award, including \$3,080.00 in attorneys' fees and \$7,643.36 in interest payments to Thomas and Robert).

Collins,¹⁴⁹ and \$77,949.95 to Petitioner Robert Collins.¹⁵⁰ This is a final Master's Report, and exceptions may be taken under Court of Chancery Rule 144.

¹⁴⁹ I calculate Thomas' share by taking \$68,292.12 (one third of the sales proceeds less the trustee's fees), adding \$2,809.29 (representing the contribution for taxes, insurance, and homeowners' association fees), adding \$1,486.86 (representing the contribution for utilities, lawn care, and home security system expenses), and adding \$5,361.68 (representing the award for contempt, or \$1,540.00 (one-half of attorneys' fees) and \$3,821.68 (interest)).

¹⁵⁰ I calculate Robert's share by taking \$68,292.11 (one third of the sales proceeds less the trustee's fees), adding \$2,809.30 (representing the contribution for taxes, insurance, and homeowners' association fees), adding \$1,486.86 (representing the contribution for utilities, lawn care, and home security system expenses), and adding \$5,361.68 (representing the award for contempt, or \$1,540.00 (one-half of attorneys' fees) and \$3,821.68 (interest)).