[Cite as *JLJ Inc. v. Rankin & Houser, Inc.*, 2010-Ohio-3912.]

IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

JLJ INC.	:	
	:	Appellate Case No. 23685
Plaintiff-Appellee	:	
	:	Trial Court Case No. 2007-CV-3619
v.	:	
	:	
RANKIN & HOUSER, INC.	:	(Civil Appeal from Kettering
	:	Municipal Court)
Defendant-Appellant	:	
	:	

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O P I N I O N

Rendered on the 20th day of August, 2010.

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FAIN, J.

{¶ 1} Defendant-appellant Rankin & Houser, Inc. (R&H) appeals from a judgment rendered against it on a breach of contract claim filed by plaintiff-appellee JLJ, Inc. (JLJ). R&H contends that the judgment is against the manifest weight of the evidence, because JLJ failed to prove damages. R&H also contends that the

trial court erred in granting judgment against it, because the magistrate improperly admitted hearsay evidence purporting to show that JLJ incurred additional service charges in connection with replacing R&H as its security system provider. Finally, R&H contends that the magistrate and trial court erred in refusing to admit two exhibits related to R&H's affirmative defenses of novation and satisfaction and accord.

{¶ 2} We conclude that the judgment is supported by competent, credible evidence, and is not against the manifest weight of the evidence. JLJ established all elements necessary to prove that R&H breached a contract to provide security alarm monitoring services. The trial court did not improperly admit hearsay evidence, because the document in question is not hearsay; it is the best evidence of the existence of a contract between JLJ and a third party from which JLJ obtained cover – being the written contract, itself. John Janning testified concerning its authenticity.

{¶ 3} We further conclude that the trial court did not abuse its discretion in refusing to admit two exhibits allegedly related to R&H's affirmative defenses. The exhibits do not make the existence of any fact that is of consequence to the determination of the action more or less probable than it would be without the exhibits. Accordingly, the judgment of the trial court is Affirmed.

I

{¶ 4} In October 2007, JLJ filed suit against R&H in Kettering Municipal Court, alleging that R&H had breached a contract between the parties for provision of alarm

station monitoring at JLJ's business. JLJ sought damages in the amount of $515.22, which included nine months of pre-paid service ($409.29), and a $105.93 one-time fee incurred by JLJ for another company to take over the security and monitoring services.

{¶ 5} The matter was referred to a magistrate, who held a trial in May 2008. The facts before the magistrate were largely undisputed. JLJ is a corporation, and John Janning is its president and secretary. R&H is a company that provides security system installation and monitoring services. Both parties agreed that they had entered into a contract in August 2003, for security alarm services at JLJ's place of business, which was located at 4656 Wilmington Pike in Dayton, Ohio.

{¶ 6} The initial contract term was for three years. Under the contract, JLJ agreed to pay R&H $354.75 annually for three years, for central monitoring services. The contract also provided for automatic renewal without action by either party, on the same terms and conditions, for successive periods of one year, unless either party gave the other thirty days written notice of intention to terminate prior to expiration of the agreement upon its original or any renewed expiration date.

{¶ 7} The contract automatically renewed in May 2007, for another year. R&H sent an invoice to JLJ, indicating an annual charge of $510, plus tax, or a total of $545.70, for central station monitoring for the billing period beginning on the due date, which was May 31, 2007. JLJ sent R&H the full amount on May 11, 2007, which prepaid the contract through May 31, 2008.

{¶ 8} At some time prior to the May 2007 renewal date, John Janning and his wife, Delores Janning, had also employed R&H to perform work on their personal residence. On May 20, 2007, Delores Janning entered into a three-year contract with

R&H to perform central station monitoring services for the Jannings' personal residence, which was located at 1075 Skylit Court, Bellbrook, Ohio. The residence contract is virtually identical to the business contract, and provides for a $577.80 annual fee for alarm monitoring services.

{¶ 9} A dispute subsequently arose in July 2007, between John Janning and David Houser, the owner of R&H. The dispute concerned plasma televisions that Janning had ordered through R&H, and that were installed by R&H at the Jannings' personal residence. Houser testified that after the dispute, Janning said that he did not want Houser or his technicians to come back to his property. Houser believed that this included Janning's business property as well. As a result, Houser sent Janning a letter dated July 30, 2007, indicating that "It is with great pleasure I inform you that beginning August 31, 2007, Rankin & Houser will no longer service or monitor your security systems. This includes both your business and residence." Plaintiff's Ex. 2.

{¶ 10} Houser testified that he did not have a written document indicating that Janning wanted to terminate the contract. Houser also claimed that he and Janning had a verbal agreement that the amount paid for the business services would be deducted from the money Janning owed him on the "residential." However, Houser did not submit any documentation supporting this alleged agreement. Houser also claimed to have lost money on the plasma television deal.

{¶ 11} In contrast, Janning testified that he had paid all invoices received from R&H, both for the business and his personal property, and that JLJ had not been reimbursed for money that was prepaid for the nine months remaining on the business alarm monitoring contract. Janning acknowledged disagreeing with Houser about

problems with a plasma television. However, he denied asking either Houser or R&H to stop providing services to JLJ. After receiving Houser's termination letter, JLJ contracted with another security company, ADT, for alarm monitoring services on the business property. ADT charged JLJ a $99 "takeover" fee, plus tax, and an annual fee of approximately $431.88, which was not taxed.

{¶ 12} JLJ filed suit against R&H in October 2007, alleging that R&H had breached its contract to provide alarm monitoring services. JLJ asked for a total of $515.22, which included the nine months of prepaid service and the additional charge from ADT to take over the service. R&H answered, raising various affirmative defenses, including novation and accord and satisfaction. R&H did not file a counterclaim against JLJ, nor did it file a third-party complaint against Janning.

{¶ 13} After hearing the evidence, a magistrate concluded that R&H had breached the contract, and owed JLJ $515.22. R&H filed objections to the decision, a transcript, and supplemental objections. The trial court agreed with the magistrate, and entered judgment against R&H for $515.22, with interest at 8% per annum from July 11, 2008.

{¶ 14} R&H appeals from the judgment of the trial court.

II

{¶ 15} R&H's First Assignment of Error is as follows:

{¶ 16} "THE TRIAL COURT ERRED IN GRANTING JUDGMENT IN FAVOR OF APPELLEE BECAUSE THE MAGISTRATE'S DECISION IS AGAINST THE MANIFEST WEIGHT OF THE EVIDENCE."

{¶ 17} Under this assignment of error, R&H contends that no competent, credible evidence supports the magistrate's decision. R&H contends that JLJ failed to prove damages, because the contract bars consequential damages, and no representative from ADT testified as to the reasonable value of the alleged "cover" charge for the takeover of JLJ's security system.

{¶ 18} In *State v. Wilson*, 113 Ohio St.3d 382, 2007-Ohio-2202, the Supreme Court of Ohio interpreted the civil manifest-weight-of-the-evidence standard to mean that " 'Judgments supported by some competent, credible evidence going to all the essential elements of the case will not be reversed by a reviewing court as being against the manifest weight of the evidence.' " Id. at ¶ 24, quoting from *C.E. Morris Co. v. Foley Constr. Co.*, 54 Ohio St.2d 279, syllabus. The Supreme Court of Ohio also noted in *Wilson* that:

{¶ 19} "[W]hen reviewing a judgment under a manifest-weight-of-the-evidence standard, a court has an obligation to presume that the findings of the trier of fact are correct. * * * This presumption arises because the trial judge [or finder-of-fact] had an opportunity 'to view the witnesses and observe their demeanor, gestures and voice inflections, and use these observations in weighing the credibility of the proffered testimony.' * * * 'A reviewing court should not reverse a decision simply because it holds a different opinion concerning the credibility of the witnesses and evidence submitted before the trial court. A finding of an error in law is a legitimate ground for reversal, but a difference of opinion on credibility of witnesses and evidence is not.' " 2007-Ohio-2202, at ¶ 24 (bracketed material added; citations omitted).

{¶ 20} " 'The essential elements of a cause of action for breach of contract are

the existence of a contract, performance by the plaintiff, breach by the defendant and resulting damage to the plaintiff.' " *Winner Brothers, L.L.C. v. Seitz Elec., Inc*., 182 Ohio App.3d 388, 2009-Ohio-2316, ¶ 31 (citation omitted). R&H concedes that JLJ has established the first two elements. R&H contends, however, that JLJ did not provide competent, credible evidence of damages.

{¶ 21} " 'As a general rule, an injured party cannot recover damages for breach of contract beyond the amount that is established by the evidence with reasonable certainty, and generally, courts have required greater certainty in the proof of damages for breach of contract than in tort.' * * * The damages awarded for a breach of contract should place the injured party in as good a position as it would have been in but for the breach. Such compensatory damages, often termed 'expectation damages,' are limited to actual loss, which loss must be established with reasonable certainty." *Textron Fin. Corp. v. Nationwide Mut. Ins. Co.* (1996), 115 Ohio App.3d 137, 144. We have noted, however, that a trial court "enjoys a certain degree of latitude in 'structuring damage awards in a manner most appropriate to the case before it.' " *Davis v. Sun Refining and Marketing Co.* (1996), 109 Ohio App.3d 42, 59 (citation omitted).

{¶ 22} There is no dispute about the fact that JLJ prepaid R&H for security monitoring services, and that the money for the remaining nine months on the contract term ($409.29) was not refunded to JLJ. Leaving issues of novation and satisfaction and accord aside for a moment, the dispute on damages appears to be over the $99 plus tax, or $105.93, that JLJ paid ADT for the "takeover" of the system. R&H argues that the takeover fee cannot be recovered, because the contract bars consequential damages. R&H has failed to identify a specific contractual provision, and has simply

referred generally to "Def.'s Ex. A" (R&H brief, p. 4), or "the reverse side of Defendant's Exhibit A" (R&H's Supplemental Objections to the Magistrate's Decision, p. 2).

{¶ 23} An appellate court is not required to search throughout documents in the record to attempt to find references that a party does not appropriately identify. We have nonetheless attempted to find the provision in question, even though the contract between the parties is a form contract filled with very small print. Referring to the reverse side of Defendant's Exhibit A, the only reference to a limitation on consequential damages is contained in paragraph 22, which deals with "Limited Warranty (Sales Only)." Defendant's Exhibit A., ¶ 22. In paragraph 22, R&H warrants that its product will be installed in a good and workmanlike manner, and disclaims express warranties, including warranties of merchantability or fitness for a particular purpose. Id. at ¶22(A)-(C).

{¶ 24} Paragraph 22(D) further states as follows, in type that is larger and bolder than most other type in the document:

{¶ 25} "THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR, SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES."

{¶ 26} The Supreme Court of Ohio has said that "The cardinal purpose for judicial examination of any written instrument is to ascertain and give effect to the intent of the parties. * * * 'The intent of the parties to a contract is presumed to reside in the language they chose to employ in the agreement.' " *Foster Wheeler Enviresponse, Inc. v. Franklin Cty. Convention Facilities Auth.,* 78 Ohio St.3d 353, 361, 1997-Ohio-202.

{¶ 27} The language in paragraph 22 is expressly applicable to a breach of warranty. It is designed to limit R&H's liability for breach of warranty, not to limit a customer's ability to recover for R&H's refusal to perform monitoring services that have been prepaid – i.e., liability for R&H's breach of performance of the essence of the contract. A contrary interpretation would be absurd, since, as so construed, this paragraph would permit R&H to pocket JLJ's money and entirely fail or refuse to perform its obligation under the contract, with impunity. Accordingly, we find no merit in the contention that JLJ is contractually precluded from recovering consequential damages.[1]

{¶ 28} R&H's next contention is that the judgment is not supported by competent, credible evidence, because a representative from ADT did not testify as to the reasonable value of the alleged "cover" services provided. The "cover" service referred

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[1]Paragraph 3 on the front page of the contract contains similar limitations of R&H's liability for property damage and bodily injury sustained on the premises in connection with various potential acts and omissions of R&H. R&H did not refer to this part of the contract in its objections to the magistrate's decision. R&H also has not specifically mentioned this part of the contract on appeal. This limitation also does not apply to the situation before us, since it deals with personal injury or damage to the premises caused by matters like improper design and maintenance of the alarm system.

to is apparently the $105.93 that ADT charged for the takeover. R&H has failed to provide either reasoning or authority for the proposition that expert testimony is required.

{¶ 29} Janning, who was the president of JLJ, testified that he was required to pay a $105.93 takeover fee to ADT, when ADT took over the alarm monitoring. Janning also produced the ADT contract, which includes the "takeover" fee as well as charges for the monthly monitoring fee. In opposition, R&H submitted testimony from one of its current contractors, Brian Broyles. Broyles stated that in the security alarm business, a takeover occurs when a company takes over another company's service panel. The process basically involves changing the receiver telephone number to go with that particular company, and changing the account number that is associated with the particular number. It does not include a connect or disconnect fee.

{¶ 30} Broyles indicated that if his own security business were going to do what ADT did, there would be no necessity to charge a disconnect fee, because his company would hope to be generating revenue on that account for the rest of the customer's life, and would not need to charge a takeover fee.

{¶ 31} Broyles's testimony, even if believed by the trial court, does not indicate that ADT was precluded from assessing a takeover fee. ADT is not required to adopt Broyles's business model or business practice of absorbing the cost of taking over a competitor's security panel. The fact is that JLJ paid this fee in order to obtain monitoring services after the breach. Janning testified to this fact, and to the amount paid to ADT, thereby connecting the damage to the breach.

{¶ 32} In *Kabco Equipment Specialists v. Budgetel, Inc*. (1981), 2 Ohio App.3d

58, the trial court awarded $400 in consequential damages incurred due to a seller's failure to provide a washing machine that worked properly. The $400 amount was apparently based on the need to shampoo a carpet that had been soaked by leakage, and on overtime wages of employees who had to monitor water levels in the machine, and operate the machine for longer periods, because only part of the machine worked. Id. At 61. Because the plaintiff failed to testify as to the dollar amount of those components of damage, the court of appeals concluded that the monetary damage was a matter of conjecture. The court, therefore, reversed the $400 award and awarded only nominal damages of $10. Id.

{¶ 33} Unlike the plaintiff in *Kabco*, JLJ provided evidence of costs specifically incurred. Accordingly, the judgment including $105.93 in "takeover" costs is supported by competent, credible evidence, and is not against the manifest weight of the evidence.

{¶ 34} R&H's final argument is that its own expert testimony establishes that charging for takeover is not necessary. Broyles did not say that a charge for a takeover is not a reasonable cost. His testimony, fairly read, indicates that Broyles may forego charging for taking over a monitoring job, because he believes he will recoup that money, and substantially more, over the life of the contract. Broyles also indicated during cross-examination that monitoring companies "give away" monitoring equipment in order to entice buyers. Broyles noted that in the security industry, "they say they give you a free contract – or free equipment – but they're actually signing you up for an overcharged 3-year contract, which is paying for that equipment. So, you're not really getting anything for free." Trial Transcript, p. 56.

{¶ 35} In addition, Broyles stated that each company does things differently, and he could not say whether some companies may charge a $99 turnover fee, and then say that they are not going to change their rates over the contract. In the case before us, there is no evidence to contradict that JLJ actually paid the $105.93 fee in order to replace its alarm monitoring service, and this item was properly included as part of the cost of placing JLJ "in the same position it would have been in had the breach not occurred." *S & D Mech. Contrs., Inc. v. Enting Water Conditioning Sys., Inc.* (1991), 71 Ohio App.3d 228, 239. See, also, R.C. 1302.89(B(1) (indicating that consequential damages resulting from a seller's breach include "any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise"). R&H would have been aware of the fact that "takeover" can occur, since its own contract includes situations in which R&H agrees to maintain a "takeover signaling system." See Defendant's Exhibit A, p. 1, preamble. Even if R&H chose not to charge for takeovers, the trial court had evidence upon which to conclude that JLJ could not reasonably avoid the takeover charge.

{¶ 36} R&H's First Assignment of Error is overruled.

III

{¶ 37} R&H's Second Assignment of Error is as follows:

{¶ 38} "THE TRIAL COURT ERRED IN GRANTING JUDGMENT IN FAVOR OF APPELLEE BECAUSE THE MAGISTRATE ERRED IN ADMITTING HEARSAY THAT PURPORTED TO DEMONSTRATE THAT APPELLEE INCURRED AN ADDITIONAL

MONETARY SERVICE CHARGE."

{¶ 39} Under this assignment of error, R&H contends that the magistrate erred in admitting Plaintiff's Exhibit 4, which is a contract between JLJ and ADT for monitoring services. R&H alleges that a representative from ADT was required to be present at trial and testify as to the reasonable value of the services and that the services were, in fact, reasonable.

{¶ 40} We find this argument perplexing. At the time, R&H's annual charge for alarm monitoring was $510 plus tax, or about $545. ADT's annual charge for the same services is about $431, or substantially less. Even if the $105.93 "takeover" charge is included and pro-rated over the three year term of the contract, ADT's charge on an annualized basis is still only about $467, which is still less than R&H's fee for the same services. Under the circumstances, the finder of fact could reasonably conclude that ADT's charge was not unreasonable, and the trial court did not abuse its discretion in failing to require that JLJ provide expert testimony as to the reasonableness of the charge.

{¶ 41} In any event, Exhibit 4 is not hearsay. Evid. R. 801(C) defines hearsay as "a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." The contract Janning identified was not hearsay, but was documentary evidence supporting his testimony that he obtained alternate alarm monitoring service from ADT and incurred $105.93 for a takeover fee. The written contract was, in fact, the best evidence that ADT and JLJ entered into the contract. The existence of the contract, not assertions of fact stated therein, was the matter sought to be proven by offering the contract in

evidence. See, *e.g.*, *Rizzen v. Spaman* (1995), 106 Ohio App.3d 95, 110 (in post-decree divorce proceedings, copies of attorney bills were not hearsay, but were documentary evidence supporting ex-wife's testimony that she had spent $50,000 to attempt to collect judgments owed to her). R&H's Second Assignment of Error is overruled.

IV

{¶ 42} R&H's Third Assignment of Error is as follows;

{¶ 43} "THE TRIAL COURT ERRED IN GRANTING JUDGMENT IN FAVOR OF APPELLEE BECAUSE THE MAGISTRATE FAILED TO ADMIT APPELLANT'S EXHIBITS 'C' AND 'D' IN THE CONSIDERATION OF THE MANIFEST WEIGHT OF THE EVIDENCE."

{¶ 44} Under this assignment of error, R&H contends that the magistrate erred in refusing to admit Defendant's Exhibits "C" and "D," because the exhibits relate to R&H's affirmative defenses of novation and accord and satisfaction. Exhibits C and D are copies of invoices sent to Janning's personal residence. The invoices are dated in June 2007, and show amounts due of $7,490.51 and $8,585.68 for the purchase and installation of two plasma televisions.

{¶ 45} R&H contends that these documents show the "personal" relationship between Janning and R&H in that Janning personally received and paid bills from R&H similar to his actions as a corporate officer for JLJ. R&H additionally contends that there is a connection between Janning's home and place of business, because R&H's termination letter refers to both Janning's personal residence and JLJ's place of

business.

{¶ 46} "A trial court has broad discretion in determining whether to admit or exclude evidence. Absent an abuse of discretion that materially prejudices a party, the trial court's decision will stand." *Krischbaum v. Dillon* (1991), 58 Ohio St.3d 58, 66. Accord, *Banford v. Aldrich Chem. Co.*, 180 Ohio App.3d 107, 2008-Ohio-6837, ¶ 128. An abuse of discretion occurs when a trial court "makes a decision that is unreasonable, arbitrary, or unconscionable." *Huntington Natl. Bank v. Burch*, 157 Ohio App.3d 71, 2004-Ohio-2046, ¶ 14, citing *Blakemore v. Blakemore* (1983), 5 Ohio St.3d 217.

{¶ 47} Evid. R. 402 allows admission of all relevant evidence. " 'Relevant evidence' means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." Evid. R. Rule 401.

{¶ 48} After reviewing the evidence, we fail to see how admission of these invoices makes the existence of any consequential fact more or less probable than it would be without the evidence. The installation of laser televisions at Janning's personal residence has nothing to do with JLJ's business monitoring services. Even if R&H's termination letter refers to a personal dispute as a motive for terminating the business contract, the invoices have no bearing on that point. They simply show that an invoice was issued for payment about five weeks before the contract was terminated.

{¶ 49} Janning did not dispute that a disagreement arose regarding the installation of plasma televisions at his personal residence. However, Janning denied

telling R&H to terminate his business monitoring services. Janning also stated that he paid all invoices issued by R&H. In concluding that R&H breached the contract, the trial court apparently believed Janning's testimony.

{¶ 50} R&H also contends that the invoices are relevant to prove its affirmative defenses of novation and accord and satisfaction. R&H fails to specify in its brief why the invoices tend to make any fact of consequence more or less probable than it would be without the invoices.

{¶ 51} A novation takes place:

{¶ 52} " 'where a previous valid obligation is extinguished by a new valid contract, accomplished by substitution of parties or of the undertaking, with the consent of all the parties, and based on valid consideration.' * * * In order to effect a valid novation, all parties to the original contract must clearly and definitely intend the second agreement to be a novation and intend to completely disregard the original contract obligation. * * * In addition, to be enforceable a novation requires consideration." *Moneywatch Cos. v. Wilbers* (1995), 106 Ohio App.3d 122, 125 (citations omitted).

{¶ 53} "An accord is a contract between a debtor and a creditor where the claim is settled for a sum other than the amount allegedly due. 'Four elements must be present to have an accord and satisfaction: proper subject matter, competent parties, mutual assent, and consideration.' * * * An accord and satisfaction 'cannot be consummated unless the creditor accepts the lesser amount with the intention that it constitutes settlement of the claim.' " *Coburn v. Auto-Owners Ins. Co.*, Franklin App. No. 09AP-923, 2010-Ohio-3327, ¶ 26 (citations omitted).

{¶ 54} Houser, R&H's owner, contended at trial that Janning had not paid all the

money owed on the alarm monitoring contract at Janning's personal residence, and that R&H had sustained a loss on the sale and installation of the plasma televisions. R&H did not file a third-party complaint against Janning for these amounts, and did not offer any documentation to support these statements. Houser also claimed that he and Janning had a verbal agreement to deduct the amount owed on the "residential" from the amount already paid for JLJ's business alarm monitoring services. Janning testified, in contrast, that he had paid all invoices from R&H. R&H offered nothing to dispute these facts, other than Houser's testimony. Furthermore, R&H's termination letter does not refer to any unpaid amounts or any agreement to deduct or offset monies.

{¶ 55} We also note that the contract between R&H and JLJ states in paragraph 25 that "All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties." Defendant's Ex. A, ¶ 25. The contract, therefore, could not have been verbally amended.

{¶ 56} The fact that R&H invoiced Janning personally for the purchase and installation of plasma televisions in June 2007, has no bearing on any relevant issues, and does not prove that a novation or an accord and satisfaction took place. Janning did not dispute the fact that R&H had installed plasma televisions. Therefore, the fact that Janning was invoiced for products he admittedly purchased and had installed, proves nothing of consequence to this litigation.

{¶ 57} Accordingly, the trial court did not abuse its discretion in refusing to admit Exhibits C and D.

{¶ 58} R&H's Third Assignment of Error is overruled.

V

{¶ 59} All of R&H's assignments of error having been overruled, the judgment of the trial court is Affirmed.

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BROGAN and DINKELACKER, JJ., concur.

(Hon. Patrick T. Dinkelacker, First District Court of Appeals, sitting by assignment of the Chief Justice of the Supreme Court of Ohio).

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