SLIP OPINION NO. 2026-Ohio-3269

DRUSHAL ET AL., APPELLEES, *v.* MILLER ET AL.; NICKELL ET AL., APPELLANTS.

[Until this opinion appears in the Ohio Official Reports advance sheets, it may be cited as *Drushal v. Miller*, Slip Opinion No. 2026-Ohio-3269.]

Civil law—Appeals—Mootness—Nothing in record indicates that there was a voluntary satisfaction of judgment—Absence of stay of judgment does not result in a different conclusion—Court of appeals' judgment reversed and cause remanded.

(No. 2025-1336—Submitted June 11, 2026—Decided August 25, 2026.)

APPEAL from the Court of Appeals for Pike County, No. 25CA942.

BRUNNER, J., authored the opinion of the court, which KENNEDY, C.J., and DEWINE, DETERS, HAWKINS, and SHANAHAN, JJ., joined. FISCHER, J., concurred in judgment only.

BRUNNER, J.

{¶ 1} This case involves procedure, plainly and simply. It involves a trial court judgment ordering the transfer of an interest in real property to judgment creditors. The only affirmative conduct required of the creditors to execute the judgment was to file it with the county recorder. Two of the judgment debtors appealed the judgment, but because the judgment had already been recorded, the court of appeals dismissed the appeal as moot because the judgment had been satisfied. For the reasons stated below, we hold that the court of appeals erred. We therefore reverse.

Background

{¶ 2} In December 2024, appellees, J. Benjamin Drushal and Rusty Eager (together, "Drushal"), filed an action against Tyler and Tara Miller ("the Millers"), and appellants, Glenn and Sharon Nickell ("the Nickells"), in the Pike County Court of Common Pleas.[1] Drushal alleged that in January 2024, the Jackson County Court of Common Pleas had issued a judgment in his favor in the amount of $167,000, plus interest and attorney fees and costs, which had not been appealed and remained "wholly unsatisfied." Drushal sought satisfaction of the Jackson County judgment through an action to take the Millers' interest in a land contract for real property located in Pike County that the Millers had land-contracted to buy from the Nickells.

{¶ 3} Drushal did not specifically name any party as a judgment debtor within the body of his complaint, but he attached a copy of the Jackson County certificate of judgment to the complaint, which identifies Tyler Miller as judgment debtor. Filing the Jackson County certificate of judgment in the Pike County case had the effect of placing a judgment lien on property of Tyler Miller in Pike County. *See* R.C. 2329.02 ("Any judgment or decree rendered by any court of general

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1. The Millers have not appeared and are not appellants in this action.

jurisdiction . . . within this state shall be a lien upon lands and tenements of each judgment debtor within any county of this state from the time there is filed in the office of the clerk of the court of common pleas of such county a certificate of such judgment . . . ."). Drushal also alleged that he was entitled to seize the interest of the Millers (both Tyler and Tara Miller) held in contract with the Nickells for the sale of land in Pike County in partial satisfaction of the Jackson County judgment. Specifically, Drushal pointed to a June 2019 land contract under which the Millers had agreed to buy several parcels of land located in Pike County owned by the Nickells. Based on these allegations, Drushal sought relief in the form of a judgment ordering that (1) Drushal be substituted in place of the Millers in the 2019 land contract; (2) the Nickells be required to continue to fulfill their obligations under that contract; and (3) Drushal be issued a writ of possession for the property subject to the 2019 land contract. The complaint does not identify any provision of law as support for the claimed relief, nor does it contain any allegations specifically concerning the conduct of Tara Miller or the Nickells other than identifying them as parties to the 2019 land contract.

{¶ 4} The Millers and the Nickells were served the Pike County summons and complaint, but when none of the defendants appeared or answered the complaint, Drushal moved for a default judgment against all the parties. In that motion, Drushal sought a judgment ordering that he be substituted for the Millers in the 2019 land contract, that a writ of possession be issued so that Drushal could "seize" the interest of the Millers in the 2019 land contract in partial satisfaction of the Jackson County certificate of judgment, and finally, that "the interest of [the Nickells] be voided."

{¶ 5} The trial court entered a default judgment on May 15, 2025, against the Millers and the Nickells ordering that (1) Drushal be substituted for the Millers in the 2019 land contract; (2) a writ of possession be issued "to place [Drushal] in full possession and title to the premises"; and (3) "[t]he interest of [the Nickells] in the premises described in the Land Contract [be] hereby determined to be null and void and they shall take nothing further." Pike C.P. No. 2024CIV000398 (May 15, 2025). The entry also directed that it be recorded with the Pike County recorder to memorialize the transfer of the property to Drushal. Finally, the entry found that the value of the property satisfied all but $4,518.22 plus interest of the Jackson County judgment then outstanding.

{¶ 6} Drushal alleges that on June 2, 2025, he filed a copy of the default-judgment entry with the Pike County recorder. Nine days later, the Nickells timely filed their notice of appeal in the Fourth District Court of Appeals. They did not post a supersedeas bond to obtain a stay of the trial court's judgment pending appeal under Civ.R. 62(B). The same day the Nickells filed their appeal, they also filed with the trial court a motion seeking relief from judgment under Civ.R. 60(B). In their Civ.R. 60(B) motion they asserted, among other things, that the Millers had defaulted on the 2019 land contract but that in 2022 they and the Millers had entered into a new contract for the sale of the land at a different price than the one agreed to in 2019, and that the Millers had improved the property significantly since 2019 (by adding a barn, driveway, fencing, and landscaping). The trial court has not ruled on the Nickells' Civ.R. 60(B) motion.

{¶ 7} Drushal moved to dismiss the Nickells' appeal on the ground that the matter was moot. The Nickells filed a motion to remand their own appeal to the trial court so the trial court could first address their Civ.R. 60(B) motion. The Fourth District agreed with Drushal that the matter was moot; it granted his motion to dismiss and denied the Nickells' motion to remand. In the judgment entry granting the dismissal, the court of appeals pointed to a decision in which we stated that "'[i]t is a well-established principle of law that a satisfaction of judgment renders an appeal from that judgment moot.'" No. 25CA942, 1 (4th Dist. July 18, 2025), quoting *Blodgett v. Blodgett*, 49 Ohio St.3d 243, 245 (1990). The appellate court reasoned that because the Nickells failed to obtain a stay of the default judgment, "the judgment was satisfied and the issues raised in the appeal [had] been rendered moot." *Id.* at 2. The appellate court therefore dismissed the appeal.

{¶ 8} The Nickells moved for reconsideration, but the court of appeals denied the motion. Again citing our decision in *Blodgett*, the court reasoned that "a satisfaction of judgment—voluntary or involuntary—renders an appeal from that judgment moot." No. 25CA942, ¶ 14 (4th Dist. Aug. 29, 2025).

{¶ 9} The Nickells then sought our review of five propositions of law, all of which we accepted. The five propositions of law are:

> Proposition of Law No. 1: An involuntary satisfaction of judgment does not render an appeal moot, *Blodgett v. Blodgett*, 49 Ohio St.3d 243 (1990), explained.
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> Proposition of Law No. 2: A conveyance as ordered by a decree does not deprive the defendant of the right of appeal, *O'Hara v. MacConnell*, 93 U.S. 150 (1876) adopted.
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> Proposition of Law No. 3: The failure of the appellant to post a supersedeas bond does not moot the appeal. The judgment for appellee is at risk of reversal in appellant's favor.
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> Proposition of Law No. 4: A judgment is void ab initio when a court exercises excess jurisdiction which is a want of jurisdiction by rendering a remedy not authorized by law.
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> Proposition of Law No. 5: The issue of a court acting in excess [of] jurisdiction is never waived and can be raised for the first time in the Court of Appeals.

See 2025-Ohio-5661.

Analysis

{¶ 10} Because the issues in the first three propositions of law are related, we address them together.

{¶ 11} The Nickells argue that although voluntary satisfaction of a judgment renders an appeal moot, the judgment at issue was not satisfied voluntarily. Rather, they assert, the judgment was satisfied through the conveyance of land under a court order, which does not constitute voluntary satisfaction. The Nickells further argue that the absence of a stay does not change that conclusion because restitution is traditionally available when a judgment is satisfied but then reversed on appeal. Therefore, they insist, the court of appeals erred by dismissing the Nickells' appeal as moot.

{¶ 12} Drushal argues that the court of appeals correctly relied on our decision in *Blodgett*, 49 Ohio St.3d 243, for the conclusion that the appeal was moot because of the satisfaction of the trial court's judgment. In Drushal's view, a judgment is voluntarily satisfied when an appellant fails to obtain a stay of execution of judgment pending appeal combined with the judgment's subsequent satisfaction. He asserts that a judgment is satisfied involuntarily only in situations involving actual duress.

{¶ 13} We agree with the Nickells.

{¶ 14} The present appeal involves the intersection of two well-established principles of law. The first is that when a judgment is reversed on appeal, the appellant is entitled to restitution for all that the appellant lost because of the reversed judgment. *See Bickett v. Garner*, 31 Ohio St. 28 (1876), paragraph one of the syllabus ("When a judgment is reversed, as a general rule the plaintiff in error is entitled to a judgment of restitution for all that he lost by reason of the judgment."); *Hiler v. Hiler*, 35 Ohio St. 645, 647 (1880) ("A court reversing a judgment has the inherent power to make such order of restitution."); *Portis v.*

Summit Cty. Bd. of Elections, 1993-Ohio-164, ¶ 8 ("In view of such reversal, [the appellant] is entitled to all that he lost by reason of the judgment below . . . .").

{¶ 15} This principle is not unique to Ohio. "The right of restitution of what one has lost by the enforcement of a judgment subsequently reversed has been recognized in the law of England from a very early period, and the only question of discussion there has been as to the proceedings to enforce the restitution." *Northwestern Fuel Co. v. Brock*, 139 U.S. 216, 219 (1891). The principle is therefore recognized in the federal court system and numerous states. *See, e.g.*, *Bank of United States v. Bank of Washington*, 31 U.S. 8, 15 (1832) ("On the reversal of an erroneous judgment the law raises an obligation in the party to the record, who has received the benefit of the judgment, to make restitution to the other party for what he has lost . . . ."); *Baltimore & Ohio RR. Co. v. United States*, 279 U.S. 781, 786 (1929) ("The right to recover what one has lost by the enforcement of a judgment subsequently reversed is well established."); *Anderson v. Border*, 285 P. 174, 177 (Mont. 1930) (same); *Miga v. Jensen*, 299 S.W.3d 98, 101 (Tex. 2009) ("Restitution after reversal has long been the rule in Texas and elsewhere.").[2]

{¶ 16} The second principle is that a court is limited to deciding "actual controversies by a judgment which can be carried into effect" in the case before it. *Mills v. Green*, 159 U.S. 651, 653 (1895). As a result, when an appeal is pending and an event occurs which renders it impossible for the appellate court to grant effectual relief to a prevailing party, the litigation is moot and the court must dismiss the appeal. *Miner v. Witt*, 82 Ohio St. 237, 239 (1910), citing *Mills* at 653;

2. The precise form of a restitution award can be impacted by numerous factors, including the nature of the original judgment, the potential involvement of third parties, and other circumstances. *See* 1 Restatement of the Law 3d, Restitution and Unjust Enrichment, § 18 (2011) (discussing factors impacting restitution awards when a judgment is reversed); *see also Cowden v. Hurford*, 4 Ohio 374, 375 (1831) ("If the judgment of reversal contain[s] evidence of the precise thing to be restored, the writ of restitution may be awarded. . . . But where the matter to be restored is not specified in the judgment, but depends upon evidence *dehors* the record, it is inconsistent with the policy of the law to permit execution without an opportunity given to the other party to make his defense." [Emphasis in original.]).

see also Maurent v. Spatny, 2025-Ohio-5002, ¶ 2 ("An appeal is moot when a favorable judgment will not secure effective relief for the prevailing party.").

{¶ 17} The Fourth District and Drushal both rely on our decision in *Blodgett*, 49 Ohio St.3d 243, to argue that a judgment in favor of the Nickells would be ineffectual. *Blodgett* arose from a divorce concerning Nancy and William Blodgett. The trial court concluded that Nancy's share of the marital assets—which were held in an escrow account—was $3,100,000 and that she was also entitled to the family home. "Because of tax consequences, the trial court ordered that Nancy be paid $2,765,000 if she signed a satisfaction of judgment within forty-five days of the trial court's judgment entry . . . ." *Id.* at 244. Both William and Nancy appealed the trial court's judgment, but while the appeal was pending, Nancy signed the satisfaction of judgment. The $2,765,000 was therefore released to her from escrow and William transferred to her the deed to the family home. William then moved to dismiss the appeal due to the satisfaction of the judgment, but the court of appeals denied his motion on the ground that Nancy had executed the satisfaction of judgment involuntarily as a result of economic duress. We reversed that decision, however, applying the law on duress and concluding that the record did not establish that William had engaged in any coercive conduct that would have placed Nancy under any economic duress. *Id.* at 246-247. We concluded that Nancy's satisfaction of the judgment was therefore voluntary and rendered her appeal moot. *Id.*

{¶ 18} There is a strong argument that this court in *Blodgett* deviated from traditional principles involving mootness and the satisfaction of judgments. For example, the United States Supreme Court, in *United States v. Hougham*, 364 U.S. 310 (1960), held that accepting disputed funds during the pendency of an appeal does not moot the appeal. The Court explained, "It is a generally accepted rule of law that where a judgment is appealed on the ground that the damages awarded are inadequate, acceptance of payment of the amount of the unsatisfactory judgment does not, standing alone, amount to an accord and satisfaction of the entire claim." *Id.* at 312; *see also* 13B Wright, Miller & Cooper, *Federal Practice and Procedure* § 3533.2.2 (3d Ed. 2026) ("The general rule [concerning compliance with a judgment pending appeal] is now well settled: the case is not moot unless the parties intended to settle, or unless it is not possible to take any effective action to undo the results of compliance."). Under this understanding of mootness, our decision in *Blodgett* was misguided.

{¶ 19} But the correctness of *Blodgett* is also not squarely before us because the present case concerns vastly different facts. Unlike *Blodgett*, nothing in the record indicates that the trial court's default judgment was satisfied through any voluntary conduct by the Nickells. Additionally, the trial court's default judgment required little prerequisite action to be satisfied in the first instance. When the trial court ordered that Drushal be substituted for the Millers in the 2019 land contract and declared that the Nickells' interest in the land at issue was "null and void and [that] they shall take nothing further," the matter was said and done, requiring no other party to do anything to make it so. The only portion of the judgment that required any conduct was the trial court's direction that the judgment entry be recorded with the Pike County recorder to memorialize the transfer of the premises to Drushal. The entry was filed with the recorder on June 2, 2025, by Drushal and not by the Nickells, a fact on which the parties agree. So here, unlike in *Blodgett*, the record is clear that there was no voluntary satisfaction of judgment by the Nickells. *Blodgett* simply does not apply here.

{¶ 20} The fact that the Nickells did not obtain a stay of judgment does not result in a different conclusion. An appellant may obtain a stay of execution of a judgment while pursuing an appeal by "giving an adequate supersedeas bond," Civ.R. 62(B), or by filing a motion for a stay with the trial court, which is permitted—but not required—to grant a stay of execution of the judgment "on such conditions for the security of the adverse party as are proper," Civ.R. 62(A). It follows then, that if a judgment debtor for whatever reason does not seek a stay pending appeal, leaving open the opportunity for the judgment creditor to seek execution of the judgment pending appeal, the judgment debtor has not voluntarily satisfied or manifested an intention to abide by the judgment, absent other evidence indicating the contrary. As the Restatement points out:

> Where the party against whom a judgment has been rendered succeeds in postponing the execution or the effectiveness of the judgment pending review—by motion, by supersedeas bond, or otherwise—the claim [for restitution] described in this section will not arise because the judgment will not be paid. But the failure to obtain or even to seek interim relief from the judgment is not a bar to subsequent restitution.

1 Restatement of the Law 3d, Restitution and Unjust Enrichment, § 18, Comment c, at 246-247 (2011).

{¶ 21} And we recently held, while discussing R.C. 2329.45, which provides for restitution after land has been sold to satisfy a judgment, that "when a court can provide effectual relief by a favorable judgment on appeal, the lack of a stay 'has no bearing' on the question of mootness." *Wells Fargo Bank, Natl. Assn. v. Doberdruk*, 2026-Ohio-2674, ¶ 29, quoting *Maurent*, 2025-Ohio-5002, at ¶ 17. We also note that the court of appeals here, unlike in *Blodgett*, recognized no factual circumstances indicating that the Nickells voluntarily satisfied the judgment when it dismissed the Nickells' appeal as moot. And, had the appellate court granted the Nickells' motion to remand, they would have been permitted to make that case to the trial court when that court considered their motion for relief from judgment under Civ.R. 60(B). The court of appeals should have remanded the case to the trial court to sort out the case's procedural posture, especially in light of such a recently decided default judgment in a case in which the Nickells had neither appeared nor responded.

{¶ 22} We thus reverse the court of appeals based on the first three propositions of law and remand the matter to the trial court for it to consider the Nickells' Civ.R. 60(B) motion.

{¶ 23} In light of this holding, it is unnecessary to address propositions of law Nos. 4 and 5, and therefore we decline to address them.

Conclusion

{¶ 24} For these reasons, we reverse the judgment of the Fourth District Court of Appeals and remand the matter to the Pike County Court of Common Pleas to consider the Nickells' Civ.R. 60(B) motion.

Judgment reversed
and cause remanded.

Critchfield, Critchfield & Johnston, Ltd., and J. Douglas Drushal, for appellees.

Kingsley Law Office and James R. Kingsley, for appellants.
