

IN THE COURT OF APPEALS OF OHIO
FOURTH APPELLATE DISTRICT
ADAMS COUNTY

SHAWN SIMMERS, ET AL.,	:	
	:	
Plaintiff-Appellee,	:	Case No. 24CA1196
	:	
v.	:	
	:	
GARYWAYNE DENNISON,	:	<u>DECISION AND JUDGMENT</u>
ET AL.,	:	<u>ENTRY</u>
	:	
Defendant-Appellants.	:	

APPEARANCES:

David E. Grimes, West Union, Ohio, for appellant.

Tyler E. Cantrell, West Union, Ohio, for appellees.

Smith, P.J.

{¶1} Garywayne Dennison, “appellant,” appeals the April 9, 2024 Judgment Entry of the Adams County Court of Common Pleas. This litigation arises from a disputed real estate transaction. Appellant challenges the trial court’s decision which interpreted appellant’s agreement with Rebecca Simmers as providing for the sale of five parcels and consequently, ordering that appellant transfer three additional parcels to Shawn and Rebecca Simmers, husband and wife, “appellees.” Based on our review of the matter, we find the trial court’s decision is supported by competent and

credible evidence. Accordingly, the sole assignment of error is without merit and is hereby overruled.

FACTUAL AND PROCEDURAL BACKGROUND

{¶2} On March 15, 2021, appellant, as “seller,” executed a contract with Rebecca Ann Simmers¹ for the purchase of real property located at 157 Cox Road and 161 Cox Road. The agreed upon purchase price was \$74,160.00. 157 Cox Road included the following parcel numbers:

119-00-00-052.001;

119-00-00-052.002;

119-00-00-052.003.

161 Cox Road included these parcel numbers:

119-00-00-052-00;

119-00-00-052.004.

Shawn Simmers described the five parcels as rectangular. The property also included a single-wide mobile home and a church building.

{¶3} Thereafter, on or about May 11, 2021, the parties signed an addendum to the contract which increased the purchase price to \$76,600.00

¹ Rebecca Simmers executed the contract. Her husband Shawn Simmers did not sign, but he is a party herein.

in order to include an additional amount for closing costs. However, this addendum listed only 161 Cox Road.

{¶4} The parties proceeded to closing on May 18, 2021. The closing documents made reference only to 161 Cox Road and its two corresponding parcels. The closing documents made no reference to 157 Cox Road and its corresponding three parcels.

{¶5} On July 6, 2021, because the dispute over the number of parcels actually transferred could not be resolved, appellees filed a complaint against appellant. Appellant filed an answer. On January 16, 2024, the matter proceeded to a bench trial. Appellant and appellees testified.

{¶6} All parties identified the original contract, with two addresses and five parcels of property, that appellant and Rebecca Simmers signed. Appellees both testified that Rebecca was the only signer on the contract because the mortgage was going to be only in her name.

{¶7} All parties testified that an addendum was later signed because the Simmers agreed to pay more money at the closing to cover closing costs. Appellees expected to receive the same amount of property - five parcels. Appellant testified that “right up to the closing,” he thought appellees were buying five parcels.

{¶8} Appellees, appellant, and a mortgage company representative attended the closing. The deed appellees received at closing clearly references only 161 Cox Road and its two corresponding parcels. Appellees admitted that they signed a Right Not to Close form. Both admitted that nothing in the closing documents references 157 Cox Road and the additional three parcels of property.

{¶9} At the closing, no one objected to the deed listing only 161 Cox Road and two parcels. This is where the parties' stories diverge. Appellees testified that all parties knew that another deed would need to be signed to transfer the other three parcels. Appellant denies that any conversation occurred at the closing in which he agreed to sign another deed.

{¶10} A formal judgment in favor of appellees was entered April 9, 2024. In the appealed-from entry, the trial court made the following findings:

1. That the contract between the Plaintiffs and the Defendant was for the sale of 5 parcels of property, Parcels: 119-00-00-052-000, 119-00-00-052.001, 119-00-00-052.002, 119-00-00-052.003, and 119-00-00-052.004.
2. That the parties agreed on a purchase price for the seller to receive \$72,000.00.
3. The parties therefore had a valid contract with an offer, acceptance, and consideration.

4. It was proven by clear and convincing evidence that the parties contracted to sell/buy the 5 parcels at the price of \$72,000.00.
5. Therefore, the Defendant, Garywayne Dennison, is hereby ordered to execute a warranty deed transferring the three remaining parcels, 119-00-00-052.001, 119-00-00-052.002, and 119-00-00-052.003 to Shawn and Rebecca Simmers with rights of survivorship.

{¶11} This timely appeal followed. Portions of the trial testimony and a list of the exhibits introduced will be set forth below.

ASSIGNMENT OF ERROR

- I. THE TRIAL COURT ERRED IN FINDING THE PARTIES' CONTRACT WAS FOR 157 AND 161 COX ROAD, WEST UNION, OHIO AND INCLUDED FIVE PARCELS OF PROPERTY.

STANDARD OF REVIEW

{¶12} The trial court conducted a bench trial in this case. In *Eastley v. Volkman*, 2012-Ohio-2179, the Ohio Supreme Court clarified the standard of review appellate courts should apply when assessing the manifest weight of the evidence in a civil case. See *Binsara, LLC v. Bolog*, 2019-Ohio-4040, at ¶ 32 (5th Dist.). The Ohio Supreme Court held the standard of review for manifest weight of the evidence for criminal cases stated in *State v. Thompkins*, 78 Ohio St.3d 380 (1997), is also applicable in civil cases. *Eastley, supra*, at ¶17. A reviewing court is to examine the entire record and determine “whether in resolving conflicts in the evidence, the finder of fact

clearly lost its way and created such a manifest miscarriage of justice that the judgment must be reversed and a new trial ordered.” *Id.*; *see also Sheet Metal Workers Local Union No. 33 v. Sutton*, 2012-Ohio-3549, (5th Dist.).

“In a civil case, in which the burden of persuasion is only by a preponderance of the evidence, rather than beyond a reasonable doubt, evidence must still exist on each element (sufficiency) and the evidence on each element must satisfy the burden of persuasion (weight).” *Eastley*, at ¶ 19.

{¶13} As an appellate court, we are not fact finders; we neither weigh the evidence nor judge the credibility of witnesses. *Markel v. Wright*, 2013-Ohio-5274 (5th Dist.). Further, “an appellate court should not substitute its judgment for that of the trial court when there exists * * * competent and credible evidence supporting the findings of fact and conclusions of law.” *Seasons Coal Co. v. Cleveland*, 10 Ohio St.3d 77, 80 (1984). The underlying rationale for giving deference to the findings of the trial court rests with the knowledge that the trial judge is best able to view the witnesses and observe their demeanor, gestures, and voice inflections, and use these observations in weighing the credibility of the proffered testimony. *Id.* Accordingly, a trial court may believe all, part, or none of the testimony

of any witness who appears before it. *Rogers v. Hill*, 124 Ohio App.3d 468 (4th Dist. 1998).

{¶14} As to questions of law, an appellate court applies a de novo review to the trial court's legal findings. *See Hayward v. Summa Health Sys. v. Akron City Hosp.*, 2014-Ohio-1913, ¶23; *Office of Consumers' Counsel v. Pub. Util. Comm.*, 58 Ohio St.2d 108, 110 (1979) (“[a]s to questions of law, [a reviewing] court has complete, independent power of review[;] [l]egal issues are accordingly subject to more intensive examination than are factual questions”).

Legal Principles

Contract Interpretation

{¶15} Appellant argues that the trial court ignored the fact that the parties signed an addendum which, along with the other closing documents, clearly states that the purchase was for only 161 Cox Road, i.e., two parcels, not five. Appellant argues that the evidence which the trial court relied on constitutes “unsupported assertions that statements made at the closing that another deed would be signed after the closing,” falling squarely within the parol evidence rule. Because parol evidence is not admissible to alter terms of an agreement, appellant concludes that the trial court’s decision is in error.

{¶16} This case involves the interpretation of a written contract, which is a matter of law that we review de novo. *See Marietta v. Professional Service Industries, Inc.*, 2025-Ohio-1530, at ¶ 16 (4th Dist.); *Bohlen v. Anadarko E & P Onshore, LLC*, 2014-Ohio-5819, ¶ 12 (4th Dist.), citing *Arnott v. Arnott*, 2012-Ohio-3208, ¶ 14. If the contract is ambiguous, then the court must construe the disputed language to ascertain the parties' intent. This function involves a question of fact. However, if a contract is clear and unambiguous, then its interpretation is a matter of law and there is no issue of fact to decide. *See Skirvin v. Kidd*, 174 Ohio App.3d 273, ¶ 14 (4th Dist.2007), citing *Latina v. Woodpath Dev. Co.*, 57 Ohio St.3d 212, 214 (1991).

{¶17} “ ‘ “In all cases involving contract interpretation, we start with the primary interpretive rule that courts should give effect to the intentions of the parties as expressed in the language of their written agreement.” ’ ” *Marietta*, at ¶ 27, quoting *Teays Valley Local School District Board of Education v. Struckman*, 2023-Ohio-244, ¶70 (4th Dist.), quoting *Sutton Bank v. Progressive Polymers, L.L.C.*, 2020-Ohio-5101, ¶ 15 (citation omitted). Courts presume that the language used in the contract reflects the parties' intent. *Smith v. Erie Ins. Co.*, 2016-Ohio-7742, ¶ 18; *Westfield Ins. Co. v. Galatis*, 2003-Ohio-5849, ¶ 11.

{¶18} “Thus, courts must first review the plain and ordinary meaning of the language used in a contract ‘unless manifest absurdity results, or unless some other meaning is clearly evidenced from the face or overall contents of the instrument.’ ” *Teays Valley*, ¶ 71, quoting *Alexander v. Buckeye Pipe Line Co.*, 53 Ohio St.2d 241 (1978), paragraph two of the syllabus; *accord Galatis* at ¶ 11. If the language is clear and unambiguous, “a court may look no further than the writing itself to find the intent of the parties.” *Galatis* at ¶ 11. “[A] contract is unambiguous if it can be given a definite legal meaning.” *Id.* (citation omitted).

Parol Evidence

{¶19} The parol evidence rule is a rule of substantive law which provides that extrinsic evidence is not admissible to contradict or vary the terms of an unambiguous contract. *See Marietta*, at ¶ 50; *Burton v. Elsea*, 1999 WL 1285874, *5 (4th Dist.); *Ed Schory & Sons, Inc. v. Soc. Natl. Bank*, 75 Ohio St.3d 433, 440 (1996). The purpose of the parol evidence rule is not to exclude all extrinsic evidence in contract cases, but rather to exclude extrinsic evidence which varies, alters, or modifies the terms of the written agreement. *Id.* at 440. The rule derives from the presumption that parties to a contract express their intent through the language they employ in the written agreement, particularly in the instance that the written contract

expressly states that it constitutes a complete and accurate integration of the parties' intent. *See Shifrin v. Forest City Ent., Inc.*, 64 Ohio St.3d 635, 638 (1992).

{¶20} Where a document is unclear or ambiguous, parol evidence is admissible for purposes of determining the intent of the parties and clarifying unclear or ambiguous provisions. *See Graham v. Drydock Coal Co.*, 76 Ohio St.3d 311, 313 (1996); *Thompson v. Thompson*, 2024-Ohio-147, ¶ 46 (4th Dist.).

Legal Analysis

{¶21} The following exhibits, relevant to our discussion, were admitted at trial:

Plaintiff's A and defendant's 1 - Original contract dated March 15, 2021 and listing both addresses, 157 and 161 Cox Road;

Plaintiff's B and defendant's 3 - Addendum #1 signed May 11, 2021 by Rebecca Simmers via DocuSign and signed May 12, 2021 by appellant, showing price increase to \$76,600.00 but listing only 161 Cox Road;

Plaintiff's E and defendant's 4 - Survivorship deed with 161 Cox Road and two parcel numbers;

Defendant's 2 - Original contract with 157 scratched out;

Defendant's 5 - Disclosure of Right Not to Close form, and,

Defendant's 6 - Owner's Title Insurance Disclosure, only address is 161 Cox Road.

We turn to the parties' trial testimony.

Shawn Simmers

{¶22} Shawn testified he was familiar with the property they intended to purchase.² Rebecca and he contacted the mortgage company which performed the title work and arranged the closing. Between signing the contract and closing, the property was appraised at \$88,000.00.

{¶23} On cross-examination, Shawn identified Defense Exhibit 3, the addendum which Rebecca signed. Shawn admitted it clearly lists only 161 Cox Road. Shawn testified he thinks the mortgage company prepared the addendum.

{¶24} Shawn also testified that at the closing, appellant asked why the paperwork only included 161 Cox Road. Shawn, Rebecca, the mortgage agent, and the notary all explained to appellant why it was "done that way." He testified that appellant agreed to go forward and agreed he would later sign a deed for the other three parcels.

Garywayne Dennison - On Cross-Examination

² There was conflicting testimony that a portion of the property was landlocked.

{¶25} Appellant explained that he purchased 157 Cox Road for \$38,000.00. He later purchased 161 Cox Road for \$35,000.00. Appellant identified Plaintiffs' Exhibit A, the original contract he signed with Simmers for 157 and 161 Cox Road for the purchase price of \$74,160. Appellant testified he intended to sell all five pieces.

{¶26} Appellant identified Plaintiffs' Exhibit B as the addendum which raised the price to \$76,600.00 for all five parcels. Appellant testified when he signed the addendum on May 12, 2021, his intent was to sell all five parcels. At closing, the Simmers were supposed to get possession of all five parcels.

{¶27} Appellant testified at closing, the deed signed was for 161 only, two parcels. He testified "[t]he Simmers were talking to me out of their head... and they were saying something about... later on we had to sign something else." It didn't make sense to him because he thought the closing was to finalize everything.

{¶28} According to appellant, he wanted to sell everything, but the Simmers decided to buy only one piece.

Q: So you think it would make sense for the Simmers to say, I'm only gonna buy half the property, but I'm still gonna give you the same amount of money?

A: Absolutely.

Q: You think it does make sense?

A: Oh yeah.

Q: Why is that?

A: Because that's what God wanted.

* * *

Q: Okay....[D]oes it make any real sense to, to give somebody more money for less?

A: Well then I think you should ask them why they wanted to do that.

Q: Okay. Did anyone at the closing tell you that you needed to sign another deed?

A: No.

Q: Did you ever agree to sign another deed?

A: No.

* * *

Q: Would you agree with me that you would need to sign a deed to transfer the remaining three parcels to the Simmers to uphold what you said you were gonna do?

A: No, because they already made the deal and that was not part of the deal.

Q: So you don't need to uphold what you said your part of the deal was?

A: I was planning on upholding it. At the closing, they sent me the...thing to look at

that...and I looked at it and I said this is only for one piece of property. It's supposed to be two pieces of property. Then the...the people that Shawn and Rebecca hired to be their spokesman said that is not going to happen. They were not buying both pieces of property. And I was just totally confused. I just thought, did they find asbestos on it? I don't know why they didn't want to buy it...And then, their postman [sic] said the loan is only on one piece of property. And so, I pulled it back and read it and they were only buying one piece of property. So, I signed it.

Q: The mortgage was on one part of the property, correct?

A: It [sic] that the loan was only on one piece of property...

Q: Did you ever offer to give them the \$32,000 extra back?

A: No, because the deal was they were to buy both pieces of property...I was giving them the deal of a lifetime and at the closing they decided they didn't want the deal of a lifetime.

* * *

Q: They paid more for less property than they originally were supposed to get, right?

A: Than [sic] yeah. Then, because they chose not to take the other piece of property.

* * *

Q: So, you got extra money correct?

A: Right.

Q: More than what you bargained for?

A: Right.

Q: To the detriment of the Simmers, right?

A: No.

Q: Well, they didn't get what they bargained for. I know you said they changed it, but they didn't get all five parcels, right?

A: I asked Shawn and he said it was valued at \$88,000.

* * *

Q: So let me...ask you...when did you find out what the appraisal was of the property?

A: When Shawn told me...It was before the closing.

Q: Before closing. And so, it upset you, it kind of disturbed you as you said that?

A: Yeah.

Q: It appraised for more than you sold it to them for?

A: Until I prayed about it. Yeah.

* * *

Q: So, I'll ask you again. The only thing that

didn't happen as far as what you thought the deal was to be was at closing three parcels did not get transferred over to Simmers. Correct?

A: They substituted our contract.

Q: They didn't get three parcels. That's the only thing that didn't happen right?

A: Because they altered the contract and didn't put it in there.

Q: But you would agree they did not get the three parcels right?

A: They did not get the three parcels.

Q: They, and as far as, if you would've got what you said your intention was, or what you thought you were selling and what you were receiving, and if they would've got what you thought they were supposed to get and receive, you wouldn't still got the same amount of money, correct?

A: Correct.

Q: And they would've got the three additional Parcels correct?

A: Yep, correct.

* * *

Q: So, if you signed today a deed that transferred the three parcels to the Simmers, you would still got what you intended to get, right?

A: Right.

Q: They would've got what you thought they intended to get?

A: Right.

Q: And everything would've been as intended if you'd sign that deed for three parcels, correct?

A: Right.

{¶ 29} Thereafter, the trial court inquired of appellant as follows:

Q: So, Mr. Dennison, you agreed with the Simmers that they would give you after a closing cost \$72,000?

A: Right?

Q: Then they got five parcels of land?

A: That's what the original deal until they changed it.

Q: Okay. And how did they, so the mortgage company said, we don't...need all five parcels for our mortgage. We feel we're secured enough with just a couple of parcels. Do you...feel that that was at the direction of Mr. and Mrs. Simmers, or do you believe that was the mortgage company's decision?

A: That was the mortgage company's decision.

Q: Okay.

A: But the contract said they had to buy them both together and they didn't do that.

Q: Um, they paid for both, correct?

A: They paid for one the deed says one, 161 Cox Road. That's all they paid for.

Q: But the money you received was for all five parcels?

A: The contract, they changed the contract to make it only one.

Q: Okay. So, when that question was asked of you, what was the reasons that the Simmers would agree to pay the full \$72,000 but received less property?

A: Yeah.

* * *

Q: Did Mr. and Mrs. Simmers ever tell you that was what they wanted?

A: No.

Q: Was to give you full compensation but received less than what they had? Uh, that [sic] what they were paying for?

A: No. God told me.

Rebecca Simmers

{¶30} Rebecca identified Plaintiff's Exhibit B as the addendum that Fairway Mortgage Company prepared and sent to her. She doesn't know who made the modification which omitted 157 Cox Road on the document.

She agreed that the purpose of a closing is to “tie up loose ends.” This exchange occurred:

Q: So why did you leave a closing anticipating that there was more work to be done?

A: So, when my mortgage company came to me, they said the title company forgot to bring the other deed. I then when Mr. Gary Wayne came into the building, I said, Mr. Gary Wayne, they forgot the other part of the deed for the second part. They asked me if we wanted to proceed. I said I had no problem with proceeding as long as we got the other deed signed in a timely manner because I took his word.

{¶31} Rebecca also explained that the mortgage was only on 161 Cox Road. Appellant’s attorney asked about the “problems” on 157 Cox Road, and Rebecca testified:

There’s a single wide that’s pretty much not anything on the property that’s just sitting there. That’s not on the permanent foundation. And the mortgage company that we had would not close on a single wide, that is not permanent foundation. And also whoever built the building ... it was a children’s church area or something ... practically built it on top of the septic tank and they wouldn’t allow a loan with the, the septic so close to that building.

{¶32} On redirect, Rebecca testified as follows:

Q: And then you talked about the conversation you had about signing the other deed. Was Mr. Dennison part of any conversation you

had about signing the other deed for the other parcels?

A: There were multiple conversations... I don't know. I can't speculate... He did state that there were multiple properties and the reason being was I had several conversations, one at the amended time when we did the amendment and one at the time of closing and then several times in between. And he kept saying, it's a whole thing. It's a whole thing. And I said, I understand that, but the loan will not go through on just, or the whole thing.

Q: Did you have any conversations or were you part of any conversations in which Mr. Dennison was part of?

A: Yeah.

Q: That said there was still another deed that needed to be sign?

A: Yes, there was multiple conversations.

Q: And did he acknowledge that that needed to be signed?

A: Yes. In the beginning, middle and then even at the end he had agreed.

{¶33} At the close of Rebecca's testimony, the court inquired:

Q: If I understand you, when you got to the closing, who told you that there was a deed that was left back at someone's office?

A: That would be because I asked, I said we got...both deeds, right? And my mortgage

lender representative said, “Let me check.” And she checked with the title company, and they said, well, we didn’t have that deed prepared. So, I then she said, “Do you wanna close or not because we don’t have to close. And I said, “Well, let me talk to Gary Wayne” and I talked to Gary Wayne, and he said that it would, that he would sign any documents that was extra.

{¶34} At this point, appellees offered exhibits A-F, which were admitted without objection, and rested. Appellant’s counsel moved for a directed verdict. Defense counsel argued that appellees were only relying upon inadmissible parol evidence. The trial court, in overruling the motion, noted that it relied upon appellant’s testimony that all five parcels would be transferred for the net sum of \$72,000.00.

Garywayne Dennison - On Direct

{¶35} Appellant testified he intended to sell all five parcels, “right up to the closing.” He testified things changed:

A: It changed at the closing when I, when they gave me the contract and there’s only one house on it, one piece of property on it. I pushed it aside and I said, they’re supposed to be selling both pieces of property. And I was told it was not going to happen. And so it was, and then I expected Shawn to jump up and say, yeah we are going to buy both of them. But he didn’t do that. He just sat there and agreed that they were not buying both pieces of property. And then the other, the person said, the loan is only on one piece

of property. And so I looked at that and what they were saying is true, they were only buying one and it was true they were not buying two. And that's when I made it my decision to go ahead and sell.

Q: Now we've heard discussions even comments attributed to you that, there were statements made that at a later point we would sign another deed, another deed would be signed by you conveying the other parcels to the Simmers. Did you agree to that, orally?

A: No. No, I did not.

Q: Now you said you appeared confused. Did you feel like they weren't taking full advantage of what they could be taking advantage of?

A: Yeah. I thought it was really stupid of them for not getting both of them. I, I took me awhile to understand why that didn't happen.

Q: But it was clear in your mind that, we were only selling 161 Cox Road and not

A: Absolutely.

Q: And in your mind, there were no statements, you made no statements or promises about conveying 157 Cox Road at a later point?

A: No.

* * *

Q: And when you left the closing, did you

believe everything had been completed that you were going to?

A: Yes.

Q: That you were obligated to complete.

A Yes.

{¶36} Thereupon, cross-examination occurred:

Q: And when you signed, we've already talked about that you intended that to be all five parcels, correct?

A: It was intent all five until we got to the closing when they changed it.

{¶37} Then the court inquired:

Q: Where in your exhibit book, do you have a purchase contract that you and the Simmers signed that says they only want one parcel of property that you both signed?

A: They said it at the closing. They did not want to [sic] both pieces. They were not buying both pieces of property.

Q: Would you agree with me if there's nothing signed that says that?

A: There's nothing signed that says that, but what was signed was that they were only buying one. That's what was signed.

{¶38} Defense counsel requested admission of Defense Exhibit 7 and rested.

{¶39} Appellant requests that this court reverse the trial court's decision that the parties' contract for sale included both 157 and 161 Cox Road, five parcels. Appellant asserts that the trial court ignored the parties' written addendum for the sale of two parcels at 161 Cox Road and relied on the original contract and impermissible parol evidence of the oral statements the parties made at the closing. Appellees respond that the addendum was only executed for lending purposes and that all parties agreed at the closing that another deed would be prepared.

{¶40} In our view, both sides introduced testimony which constitutes parol evidence. However, we are not persuaded that the trial court relied upon inadmissible parol evidence in reaching its decision. Here, the court held a bench trial, and unlike a jury, which must be instructed on the applicable law, a trial judge is presumed to know the applicable law and apply it accordingly. *See State v. Daniels*, 2025-Ohio-1930 ¶ 18 (8th Dist.), citing *State v. Eley*, 77 Ohio St.3d 174, 180-181, (1996). Because we presume that the trial judge knew the applicable law and applied it accordingly, we also presume that the judge was able to weed out matters of parol evidence and decide the matter based solely on admissible evidence.

{¶41} Our view is further bolstered by the trial court’s lengthy summation at Page 156 of the trial transcript. For purposes of brevity, we summarize it here:

1. The trial court pointed out there were two contracts. One contract was between the lending institution and appellees. The indication was that the mortgage company felt it had adequate equity in two parcels. The court commented this may have been confusing to appellant.
2. The trial court also commented that many scrivener’s errors had occurred in mortgages and legal descriptions since 2007, 2008, 2009, and 2010.
3. The court noted that the original contract between the parties was for appellant to sell all five parcels and receive \$72,000.00 from appellees. Closing costs had been refigured a couple of times.
4. The trial court commented that appellant had been very honest and had come to the closing with the singular focus to sell five parcels for \$72,000.00.
5. The trial court commented that the title company prepared the paperwork with a focus on two parcels.
6. The trial court characterized the discussions appellees claimed occurred at the closing, that there would be another deed to sign, and appellant’s denial of any conversations or agreements to do so, as a “disconnect.”
7. The trial court found there was offer, acceptance, and mutual consideration.
8. The trial court noted that the defense focused on the addendum, signed by Rebecca via DocuSign on May 11, 2021 and signed by appellant on May 12, 2021, which did not include 157 Cox Road. The court indicated the omission may

have been a scrivener's error. No one knew who prepared the addendum.

9. The trial court also noted that there were 58 pages of closing documents, none of which mention 157 Cox Road.
10. The trial court observed that while 157 was not mentioned in the closing documents, the sale of 157 along with 161 was always the intent.
11. The trial court stated that case really resolved itself when appellant testified that he always believed that the five parcels were to be conveyed until the closing. The closing didn't happen until six days after the addendum (omitting 157 Cox Road) was signed, May 18, 2021. Even when the addendum was signed, it was the intent of appellant that appellees would receive all five parcels of land for the sum of \$72,000.00.
12. Appellant admitted he got a windfall.

{¶42} Based on our review of this matter, we disagree that the trial court disregarded the addendum which listed only 161 Cox Road as being for sale for \$72,000.00. On the contrary, the addendum figured in heavily in the trial court's analysis. Therefore, we also disagree that the trial court relied on improper and inadmissible parol evidence regarding alleged discussions at the closing. We do agree with the trial court's sound reasoning.

{¶43} During his testimony, appellant acknowledged approximately 20 times that "the deal was they were supposed to buy both;" the contract was to "sell both in one deal;" that he wanted it "all sold;" and that he

“intended to sell five parcels.” The trial court found that offer, acceptance, and mutual consideration had formed the original contract. While the May 12, 2021 addendum did not contain 157 Cox Road, appellant testified that he always intended to sell all five parcels. We agree with the trial court that the discrepancy in the addendum, the closing documents, and the deed may have been simple scrivener’s errors, related to the financing.

{¶44} Scrivener’s errors are not uncommon.³ Based on our review of the record, transcript, and exhibits, we find competent, credible evidence supports the trial court’s conclusions that the parties had a valid contract and that appellant contracted with Rebecca Simmers to sell five parcels. The record also supports the trial court’s order that appellant execute a warranty deed and transfer the three remaining parcels generally known as 157 Cox Road.

³ See *Marietta v. Professional Service Industries, Inc.*, 2025-Ohio-1530, fn.5 (4th Dist.); *Trammell v. Broner*, 2023-Ohio-4143, fn 1 (5th Dist.) (Where total purchase price of property was \$4,000 and first page of the Land Contract attached as an exhibit indicated a deposit amount of \$2,800 was required, but second page indicated a deposit of \$2,400 was actually paid on the date of the execution, court found the deposit amount noted on the first page was a scrivener's error and did not affect the outcome of the appeal); *Name Change of Rowe*, 2019-Ohio-4666, ¶ 32, (4th Dist.) (Given other relevant circumstances, wrong date of judgment entry considered to be a simple scrivener's error); *Lawrence Twp. Bd. of Trustees v. Canal Fulton*, 2009-Ohio-6822, ¶ 20 (5th Dist.) (Where description contained in plat was a scrivener's error that was readily corrected, erroneous description did “not rise to the level of a reason that the Commissioners should have denied the annexation”).

{¶45} Therefore, we find no merit to appellant's sole assignment of error. Accordingly, it is hereby overruled. The judgment of the trial court is affirmed.

JUDGMENT AFFIRMED.

JUDGMENT ENTRY

It is ordered that the JUDGMENT BE AFFIRMED and costs be assessed to appellant.

The Court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this Court directing the Adams County Common Pleas Court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

Hess, J. and Wilkin, J. concur in Judgment and opinion.

For the Court,

Jason P. Smith
Presiding Judge

NOTICE TO COUNSEL

Pursuant to Local Rule No. 14, this document constitutes a final judgment entry and the time period for further appeal commences from the date of filing with the clerk.