

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
ASHLAND COUNTY, OHIO

BONNIE BLAIN,

Plaintiff - Appellee

-vs-

EDWARD BLAIN,

Defendant - Appellant

Case No. 26-COA-001

Opinion And Judgment Entry

Appeal from the Ashland County Court of
Common Pleas, Domestic Relations Division,
Case No. 23-DIV-054

Judgment: Affirmed

Date of Judgment Entry: October 5, 2026

BEFORE: Craig R. Baldwin; Kevin W. Popham; David M. Gormley, Judges

APPEARANCES: L. RAY JONES, for Plaintiff-Appellee; BRUCE M. BROYLES, for Defendant-Appellant.

Baldwin, P.J.

{¶1} The appellant, Edward Blain, appeals the December 9, 2025, Judgment Entry – Final Decree of Divorce of the Ashland County Court of Common Pleas, Domestic Relations Division. The appellee is Bonnie Blain.

STATEMENT OF FACTS AND THE CASE

{¶2} On July 17, 1993, the parties were married.

{¶3} On June 8, 2023, the appellee filed a complaint for divorce. The appellant answered and counterclaimed for divorce.

{¶4} On June 9, 2023, the trial court issued its standard order of injunctions. That order enjoined both parties from selling, transferring, withdrawing, spending, concealing, or

otherwise disposing of the property of the parties, excepting one bank account or other income source per party for monthly expenses.

{¶5} A sixty-acre parcel in Troy Township, referred to by the parties as the Crumrine property, was owned jointly by two brothers, Terry Crumrine and Larry Crumrine. In 2011, the Ashland County Probate Court appointed a guardian for Larry Crumrine.

{¶6} On July 3, 2013, a mortgage encumbering the Crumrine property was executed. The mortgage named Terry Crumrine as borrower and the appellant as lender. The appellant released that mortgage on November 5, 2013. On November 15, 2013, Terry Crumrine transferred his interest in the property to the appellant by general warranty deed. The deed recited that the transfer was made for valuable consideration paid and named the appellant alone as grantee.

{¶7} A third brother, Todd Crumrine, inherited other family real estate on which Terry Crumrine and Larry Crumrine were then residing, and filed an eviction notice on July 17, 2014. Larry Crumrine thereafter resided in the parties' home for approximately ten years. His guardian paid the parties \$400.00 per month during that period.

{¶8} The guardian later obtained authority from the probate court to sell the Crumrine property to fund Larry Crumrine's care. The property was sold and the proceeds divided. The appellant received a check for \$241,584.38 in July of 2024.

{¶9} The final hearing was conducted before a magistrate on November 7, 2024. The parties stipulated to the identity, deed date, and value of six parcels of real property and to the exhibits relating to them. The appellant testified that he had not received the proceeds of the sale of the Crumrine property and that those funds remained in the account of the guardian's counsel. He negotiated the check on November 29, 2024.

{¶10} On December 5, 2024, the appellee moved ex parte for an order requiring the appellant to deposit the sale proceeds. The magistrate granted the motion that day and ordered the appellant to deposit \$241,584.38 into the client trust account of his own counsel. The appellant moved to set aside the magistrate's order and to stay it. By judgment entry filed December 16, 2024, the trial court denied the motion to stay, ordered the appellant to deposit the funds immediately into his counsel's trust account, and referred the matter to the magistrate for further hearing on the ex parte order.

{¶11} The magistrate issued a decision on December 17, 2024. The magistrate determined that the proceeds of the sale of the Crumrine property were marital, that the appellant had engaged in financial misconduct, and that the appellee had not. The appellant objected.

{¶12} On March 12, 2025, the trial court referred the matter to the magistrate for further proceedings on the objections. A second evidentiary hearing was conducted on May 29, 2025, at which the appellant proceeded solely on the Crumrine property issue.

{¶13} The appellant called Terry Crumrine, who testified that he transferred his interest to the appellant as a gift because he had been diagnosed with cancer and did not expect to survive, and that no money was exchanged. Terry Crumrine also testified that he transferred the property after the appellant told him that six creditors were going to place liens upon it, that he did not know who those six creditors were, and that he understood he would still be able to use the property once it was titled in the appellant's name. The appellant also called Janice Holm, a friend of the Crumrine family, who testified regarding Larry Crumrine's living arrangements and his ability to care for himself. The appellant testified that the recorded mortgage naming him as lender had never happened and was a mistake.

{¶14} The magistrate issued a further decision on June 12, 2025. The magistrate found the appellant's testimony not credible, found that the instruments recorded with the county recorder reflected exchanges of money or consideration between Terry Crumrine and the appellant concerning the property, found that the appellant had resolved debts in exchange for the property or a mortgage upon it or both, and found no credible evidence that the property was a gift. The magistrate concluded that the interest in the real property and the proceeds of its sale were marital.

{¶15} The appellant objected. By judgment entry filed October 2, 2025, the trial court overruled both sets of objections and adopted the magistrate's decisions. The trial court agreed with the appellant that the figure appearing on the recorder's stamp was not itself an exchange of money. It relied upon the deed's recital of valuable consideration paid and elected to treat that recital as fact rather than rely upon the testimony of the appellant and his friend that the transfer was a gift. The trial court further stated that regardless of the standard applied, it found the property was not a gift.

{¶16} The Decree of Divorce was filed December 9, 2025.

{¶17} The appellant filed a timely notice of appeal and herein raises the following four assignments of error:

{¶18} "I. THE TRIAL COURT ABUSED ITS DISCRETION IN DETERMINING THE CRUMRINE PROPERTY WAS MARITAL PROPERTY BASED UPON THE FOUR CORNERS OF THE DEED FROM TERRY CRUMRINE TO APPELLANT EDWARD BLAIN WITHOUT CONSIDERING THE TOTALITY OF THE CIRCUMSTANCES."

{¶19} “II. THE TRIAL COURT ERRED IN FINDING THAT APPELLANT EDWARD BLAIN COMMITTED FINANCIAL MISCONDUCT.”

{¶20} “III. THE TRIAL COURT ERRED IN FAILING TO FIND THAT APPELLEE BONNIE BLAIN ENGAGED IN FINANCIAL MISCONDUCT.”

{¶21} “IV. THE TRIAL COURT ERRED IN ITS HANDLING OF THE MAGISTRATE’S EX PARTE ORDER.”

I.

{¶22} In his first assignment of error, the appellant argues that the trial court confined itself to the four corners of the general warranty deed and refused to consider the circumstances surrounding the transfer of the Crumrine property. We disagree.

STANDARD OF REVIEW

{¶23} The characterization of property as separate or marital is a mixed question of law and fact. *Kontur v. Kontur*, 2024-Ohio-5201, ¶ 25 (5th Dist.). The characterization is not discretionary. *Shetler v. Shetler*, 2009-Ohio-1581, ¶ 125 (5th Dist.). This Court will not disturb the trial court’s ruling as being against the manifest weight of the evidence if some competent, credible evidence supports the trial court’s judgment. *Kontur* at ¶ 25, citing *C.E. Morris Co. v. Foley Constr. Co.*, 54 Ohio St.2d 279 (1978).

On review for manifest weight, the standard in a civil case is identical to the standard in a criminal case: A reviewing court is to examine the entire record, weigh the evidence and all reasonable inferences, consider the credibility of witnesses and determine “whether in resolving conflicts in the evidence, the jury [or finder of fact] clearly lost its way and created such a

manifest miscarriage of justice that the conviction [decision] must be reversed and a new trial ordered.” *State v. Martin*, 20 Ohio App.3d 172, 175, 20 Ohio B. 215, 485 N.E.2d 717 (1st Dist.1983). *See also*, *State v. Thompkins*, 78 Ohio St.3d 380, 1997-Ohio-52, 678 N.E.2d 541; *Eastley v. Volkman*, 132 Ohio St.3d 328, 2012-Ohio-2179, 972 N.E.2d 517.

Hutson v. Myers, 2022-Ohio-1622, ¶ 22 (5th Dist.). In weighing the evidence, we are required to be mindful of the presumption in favor of the finder of fact. *Eastley* at ¶ 21. “If the evidence is susceptible of more than one construction, the reviewing court is bound to give it that interpretation which is consistent with the verdict and judgment, most favorable to sustaining the verdict and judgment.” *Seasons Coal Co., Inc. v. Cleveland*, 10 Ohio St.3d 77, 80, fn. 3 (1984). “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.

ANALYSIS

{¶24} Marital property includes all real property owned by either or both of the spouses that was acquired by either or both of the spouses during the marriage. R.C. 3105.171(A)(3)(a)(i). Property acquired during the marriage is presumed to be marital unless it can be shown to be separate. *Barkley v. Barkley*, 119 Ohio App.3d 155, 160 (4th Dist. 1997). Separate property includes any gift of real property that is made after the date of the marriage and that is proven by clear and convincing evidence to have been given to only one spouse. R.C. 3105.171(A)(6)(a)(vii). The party asserting that property acquired during the marriage is separate bears the burden of proof. *Barkley* at 160.

{¶25} The premise of the assignment of error is that the trial court declined to look beyond the deed. The record does not bear that out.

{¶26} The trial court referred the objections to the magistrate for further proceedings, and a second evidentiary hearing devoted to this issue was conducted. At that hearing the appellant called the grantor himself, called a second witness, and testified on his own behalf. The magistrate received that evidence, weighed it, and rejected it. The magistrate found the appellant's account of the transaction not credible, found his explanation of the recorded mortgage not credible, and found no credible evidence of a gift. The trier of fact was in the best position to view the witnesses and observe their demeanor, and a reviewing court is guided by a presumption that the findings of the trier of fact are correct. *Barkley* at 159.

{¶27} Competent, credible evidence supports the determination. A mortgage naming the appellant as lender and the grantor as borrower was executed and recorded. The appellant released that mortgage ten days before the deed was delivered. The deed recited that the transfer was made for valuable consideration paid. The grantor testified that he conveyed the property after the appellant told him that six unidentified creditors were about to place liens upon it, and that he understood he would retain the use of the property once it was titled in the appellant's name. From that evidence the trier of fact could reasonably conclude that the conveyance was made for consideration and to serve a purpose other than donative generosity, and that the appellant failed to carry his burden of proving a gift by clear and convincing evidence.

{¶28} The appellant directs his argument principally at the trial court's reliance upon the rule that a deed reciting valuable consideration received from the grantee is to be construed as a deed of purchase. We need not decide whether that rule governs the characterization of

property under R.C. 3105.171, because the trial court did not rest its judgment upon that rule alone. The trial court stated that regardless of the standard applied, it found the property was not a gift. That finding is independently supported by competent, credible evidence and sustains the judgment. Any error in the trial court's additional reasoning would therefore not affect the substantial rights of the appellant. Civ.R. 61.

{¶29} The appellant's first assignment of error is overruled.

II.

{¶30} In his second assignment of error, the appellant argues that the trial court erred in finding that he engaged in financial misconduct. We disagree.

STANDARD OF REVIEW

{¶31} A determination that a spouse committed financial misconduct is reviewed to determine whether it is against the manifest weight of the evidence. *Shetler v. Shetler*, 2009-Ohio-1581, ¶ 18 (5th Dist.). We apply the manifest weight standard set forth in our disposition of the first assignment of error.

ANALYSIS

{¶32} If a spouse has engaged in financial misconduct, including but not limited to the dissipation, destruction, concealment, nondisclosure, or fraudulent disposition of assets, the court may compensate the offended spouse with a distributive award or with a greater award of marital property. R.C. 3105.171(E)(4). Financial misconduct implies some type of wrongdoing such as interference with the other spouse's property rights. *Shetler* at ¶ 19. The burden of proving financial misconduct is on the complaining party. *Id.*

{¶33} Before a compensating award is made there must be a clear showing that the offending spouse either profited from the misconduct or intentionally defeated the other spouse's distribution of assets. *Id.* at ¶ 20-21. That the trier of fact disbelieved the offending spouse's explanation of a transaction does not, standing alone, satisfy the complaining spouse's burden. *Id.* at ¶ 25. Where the alleged misconduct occurred long before divorce proceedings were initiated, the complaining party must also prove that the other spouse acted with wrongful intent at the time the conduct occurred. *Id.* at ¶ 24, quoting *Orwick v. Orwick*, 2005-Ohio-5055, ¶ 28 (7th Dist.).

{¶34} The appellant argues that his practice of conducting his affairs in cash, his lottery play, and his accumulated tax liability were long-standing features of this marriage rather than conduct undertaken in anticipation of divorce, and that the trial court found misconduct without proof of wrongful intent. We agree that conduct of that character, predating the divorce and unaccompanied by independent proof of scienter, will not support a finding of financial misconduct. The finding here does not rest upon that conduct alone.

{¶35} The trial court identified conduct occurring during the pendency of these proceedings and while the parties were subject to an injunction against disposing of or concealing property. The appellant received a check for the proceeds of the Crumrine property in July of 2024. At the final hearing in November of 2024 he testified under oath that he had not received those funds and that they remained in the account of the guardian's counsel. He negotiated the check weeks later. The trial court found that the whereabouts of those proceeds remained unknown notwithstanding its orders that they be deposited.

{¶36} That is not a finding that a marital asset was merely diminished. Sworn testimony denying receipt of an asset the appellant had held for four months, followed by his

negotiation of the instrument and the continued absence of the proceeds, is evidence that the appellee's distribution of that asset was intentionally defeated. Nondisclosure of assets is among the forms of financial misconduct the statute identifies. R.C. 3105.171(E)(4).

{¶37} Mindful of the presumption in favor of the finder of fact, we find the determination that the appellant engaged in financial misconduct is supported by competent, credible evidence and is not against the manifest weight of the evidence.

{¶38} The appellant's second assignment of error is overruled.

III.

{¶39} In his third assignment of error, the appellant argues that the trial court erred in failing to find that the appellee engaged in financial misconduct. We disagree.

STANDARD OF REVIEW

{¶40} Again, a determination that a spouse committed financial misconduct is reviewed to determine whether it is against the manifest weight of the evidence. *Shetler v. Shetler*, 2009-Ohio-1581, ¶ 18 (5th Dist.). We apply the manifest weight standard set forth in our disposition of the first assignment of error.

ANALYSIS

{¶41} The burden of proving financial misconduct is on the party alleging it. *Shetler* at ¶ 19. The disposition of a marital asset does not by itself establish financial misconduct. There must be a clear showing that the spouse either profited from the disposition or intentionally defeated the other spouse's distribution of assets. *Id.* at ¶ 20-21. A trial court does not err in declining to find financial misconduct where the complaining spouse establishes the disposition of an asset but not the wrongful intent that accompanied it, even where the

disposition reflects questionable judgment and even where it occurs in proximity to the filing of a complaint for divorce. *Id.* at ¶ 111. Whether the testimony offered to explain such a disposition is credible is a question for the trier of fact. *Id.*

{¶42} The appellant contends that the appellee committed financial misconduct by liquidating a retirement account and failing to account for the proceeds, and that the trial court's contrary determination disregarded the testimony of the parties' son.

{¶43} The trial court addressed the appellee's use of the funds item by item. It found that she paid taxes upon the withdrawal, that she repaid a loan her adult daughter had taken from the appellant's mother, and that the balance went to the support of the parties' son while he attended college. The daughter testified independently as to the circumstances that prompted the repayment. The appellee testified as to the frequency and amount of the assistance she provided her son, and the trial court calculated a range consistent with that testimony over the period of his enrollment.

{¶44} The appellant emphasizes the son's testimony that he mainly paid his own school expenses and that his mother provided for little things. That testimony conflicts in degree with the appellee's account, and the trial court resolved the conflict in the appellee's favor. The son's general characterization of the assistance he received does not render the appellee's more specific testimony incredible, nor does it displace the separate evidence concerning the tax payment and the loan repayment. In weighing this evidence, we are mindful of the presumption in favor of the finder of fact. *Eastley*, 2012-Ohio-2179, at ¶ 21.

{¶45} The appellant established that a marital asset was liquidated. He did not establish that the appellee profited from the liquidation or that she intentionally defeated his distribution of the funds. The determination that the appellee did not engage in financial

misconduct is supported by competent, credible evidence and is not against the manifest weight of the evidence.

{¶46} The appellant's third assignment of error is overruled.

IV.

{¶47} In his fourth assignment of error, the appellant argues that the trial court erred in its handling of the magistrate's ex parte order of December 5, 2024. We disagree.

ANALYSIS

{¶48} The appellant has failed to provide citations to any statute, case law, rule of evidence, or learned treatise from this or any other jurisdiction to support his argument. The appellant has also failed to present a standard of review.

{¶49} App.R. 16(A) states, in pertinent part:

Brief of the appellant. The appellant shall include in its brief, under the headings and in the order indicated, all of the following:

. . .

(7) An argument containing the contentions of the appellant with respect to each assignment of error presented for review and the reasons in support of the contentions, with citations to the authorities, statutes, and parts of the record on which appellant relies. The argument may be preceded by a summary.

{¶50} "It is not the function of this court to construct a foundation for [an appellant's] claims; failure to comply with the rules governing practice in the appellate courts is a tactic which is ordinarily fatal." *State v. Romy*, 2021-Ohio-501, ¶ 36 (5th Dist.). An appellate court may rely upon App.R. 12(A) in overruling or disregarding an assignment of error because of

“the lack of briefing” on the assignment of error. *Hawley v. Ritley*, 35 Ohio St.3d 157, 159, 519 N.E.2d 390, 392-393 (1988).

{¶51} The appellant has failed to show support for the contention that the trial court erred in handling the magistrate’s ex parte order of December 5, 2024. “If an argument exists that can support [an] assignment of error, it is not this court’s duty to root it out.” *Romy* at ¶ 36.

{¶52} Accordingly, the appellant’s fourth assignment of error is overruled.

CONCLUSION

{¶53} Based upon the foregoing, the judgment of the Ashland County Court of Common Pleas, Domestic Relations Division, is affirmed.

{¶54} Costs to the appellant.

By: Baldwin, P.J.

Popham, J. and

Gormley, J. concur.