IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

BILLY CHESTER,	:	APPEAL NO. C-250638 TRIAL NO. A-2204536
Plaintiff/Counterclaim Defendant-Appellee,	:	
	:	
vs.	:	*JUDGMENT ENTRY*
TONKIA BRIDGES,	:	
Defendant/Counterclaim Plaintiff-Appellant.	:	

This cause was heard upon the appeal, the record, the briefs, and arguments.

For the reasons set forth in the Opinion filed this date, the judgment of the trial court is affirmed.

Further, the court holds that there were reasonable grounds for this appeal, allows no penalty, and orders that costs be taxed under App.R. 24.

The court further orders that (1) a copy of this Judgment with a copy of the Opinion attached constitutes the mandate, and (2) the mandate be sent to the trial court for execution under App.R. 27.

To the clerk:

Enter upon the journal of the court on 8/5/2026.

Pursuant to App.R. 30, the clerk is directed to serve upon all parties, or their counsel if represented, a copy of the court's judgment and note such action on the docket.

By: _____
Administrative Judge

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BILLY CHESTER,	:	APPEAL NO. C-250638 TRIAL NO. A-2204536
Plaintiff/Counterclaim Defendant-Appellee,	:	
vs.	:	*O P I N I O N*
TONKIA BRIDGES,	:	
Defendant/Counterclaim Plaintiff-Appellant.	:	

Civil Appeal From: Hamilton County Court of Common Pleas

Judgment Appealed From Is: Affirmed

Date of Judgment Entry on Appeal: August 5, 2026

Robert W. Cettel, for Plaintiff/Counterclaim Defendant-Appellee,

The Sauter Law Firm and *Thomas Sauter*, for Defendant/Counterclaim Plaintiff-Appellant.

CROUSE, Judge.

{¶1} Appellant Tonkia[1] Bridges lived with appellee Billy Chester while serving as his caretaker. When Chester ended the caretaker relationship, Bridges refused to move out of his home. Chester filed an eviction complaint against Bridges, who, in turn, alleged that Chester had promised to bequeath her his home and filed counterclaims for promissory estoppel and "enforcement of oral contract under the doctrine of part performance." The trial court granted summary judgment to Chester on all claims.

{¶2} Bridges now appeals. In three assignments of error, she challenges the trial court's grant of summary judgment to Chester on her counterclaims. We find no error in the trial court's grant of summary judgment. An oral contract for the transfer of real estate was barred by the statute of frauds, and any partial performance by Bridges was not sufficient to remove the contract from the statute of frauds. Further, while the statute of frauds did not bar Bridges's claim for damages under a theory of promissory estoppel, Chester was entitled to judgment as a matter of law on that claim because Bridges's reliance on his unwritten promise to bequeath her the property was not reasonable. For these reasons, as set forth in detail below, we affirm the trial court's judgment.

I. Factual and Procedural History

{¶3} This action was initiated by Chester's filing of the eviction complaint against Bridges in the Hamilton County Municipal Court. The complaint alleged that Chester was the owner of the property located at 918 Glenwood Avenue, that Bridges initially entered the premises as his tenant, and that she had since refused to vacate

[1] Bridges's first name is alternatively spelled as Tonika in various parts of the record. We spell her name as it appears in the operative complaint.

the property after being served with both a 30-day and a three-day notice to vacate. The complaint further alleged that Chester had not accepted rent from Bridges, and it sought restitution and recovery of the premises.

{¶4} In her answer, Bridges alleged that Chester had promised to bequeath her the home in exchange for her serving as his caregiver. She asserted counterclaims for promissory estoppel and "enforcement of oral contract under the doctrine of part performance." Because Bridges sought damages exceeding the jurisdictional limit of municipal court, the case was transferred to the court of common pleas.

{¶5} Chester moved for summary judgment on multiple grounds. First, he asserted that Bridges's counterclaims were barred by the statute of frauds. Second, he asserted that Bridges could not sustain her counterclaim for promissory estoppel because she had not changed her position in reliance on a promise from Chester. And even if she had relied on a promise, he argued, such reliance was not reasonable. Third, Chester asserted that Bridges could not prevail on her counterclaim for enforcement of an oral contract under the doctrine of part performance because she failed to demonstrate any acts constituting part performance and because the statute of conveyances barred this claim.

{¶6} In support of his motion for summary judgment, Chester filed an affidavit stating that he moved into 918 Glenwood in April 2021 after inheriting the property from his cousin, Willa Goodwin.[2] The affidavit established that Bridges had lived in the home with Goodwin and had served as Goodwin's caretaker before Chester moved in. It stated that Bridges provided Chester transportation, became involved with his finances, and had access to his bank account. The affidavit further stated that

[2] The affidavit erroneously refers to Chester's cousin as "Wilma" Goodwin.

Bridges (1) took Chester to an attorney to "have her made his power of attorney," (2) took Chester to see a psychologist "in an effort to become his guardian," and (3) took Chester to an attorney to "have herself placed in his will," but that he refused her attempts to insert herself into his will and to gain legal control over his personal affairs. Chester denied saying that he would leave Bridges the house and accused Bridges of lying.

{¶7} Bridges opposed Chester's motion for summary judgment. She argued that the doctrine of part performance removed her oral contract with Chester from the statute of frauds, that an issue of fact existed as to whether her actions constituted part performance, that she sufficiently alleged a promissory-estoppel claim, and that an assertion of promissory estoppel can apply to an oral promise. Bridges attached several exhibits to her memorandum in opposition, including a report from a psychologist indicating that Chester would be appropriate for a guardianship if one was deemed necessary and diagnosing him with vascular dementia.

{¶8} Chester moved to strike the exhibits that Bridges had attached to her response. He argued that the psychologist's report did not comply with Evid.R. 702 and 705 and was unsupported by an affidavit.

{¶9} Depositions of both Bridges and Chester were offered in support of the summary-judgment filings. Bridges testified that she moved into 918 Glenwood to care for Willa Goodwin in 2017, and that Goodwin left the property to Chester upon her death. Bridges stated that she assisted Chester with the probate process and lived in the house alone from the time of Goodwin's death in June 2020 until Chester took up residence in the home in April 2021. During that period, Bridges testified, she paid utility bills for the home. Bridges continued to reside in the home after Chester moved in. She testified that she served as his caretaker and was responsible for cooking,

cleaning, taking Chester to doctors' appointments, managing his finances, and helping him with daily activities. At that point, Bridges stated, Chester paid the property taxes and utilities and they both paid for food. She stated that she and Chester took out a loan to make repairs on the property, but she acknowledged that she never personally made a payment on the loan.

{¶10} Bridges testified that she believed she was entitled to the real estate at 918 Glenwood. She stated that Chester told her in October 2021 that if anything happened to him, she would receive the home. Bridges testified that Chester said he would leave her the house on more than one occasion, but she acknowledged that she had no writing memorializing this statement and that it was never made in the presence of a third party. She believed that Chester intended to give her the home to repay her for caring for him, and she testified that she would not have paid for any of the home expenses if she did not believe that she would be compensated in some way.

{¶11} Bridges stated that, upon the recommendation of Chester's eye doctor, she took him for a psychological evaluation in March 2022. She testified that she contacted Chester's family, who lived in Georgia, after the resulting report recommended a guardianship. Bridges stated that she sought to be appointed Chester's guardian. She also talked to Chester about obtaining a power of attorney. According to Bridges, Chester's family came to visit after she notified them about the doctor's report. Within a week of his family's arrival, Chester was taken back to Georgia with them. Bridges testified that she believed Chester departed the house under undue influence and that "[v]irtually, he was kidnapped." Bridges acknowledged receiving both the 30-day and three-day notices to vacate the premises.

{¶12} Bridges testified that, at the time of the deposition, she was an assistant professor at the University of Cincinnati and had been so since January 2023. Before

serving in that role, she was an adjunct professor for a semester. She stated that she had previously worked as a long-term substitute teacher for Cincinnati Public Schools, but had resigned from that position in December 2021 to care for Chester. Bridges testified that the sudden disruption of her arrangement with Chester when he moved to Georgia impacted her financially, as she was forced to take out student loans to pay for school.

{¶13} Chester, in turn, testified that he resided in Georgia with his niece at the time of the deposition. He stated that he met Bridges shortly before his cousin Willa Goodwin passed away, and that he allowed Bridges to continue to live in the house after he inherited it, but before he moved in. He explained that Bridges paid all bills during that period with Chester's credit card. Chester stated that Bridges continued to live in the house after he moved in, and that she helped him around the house and took him to various appointments. He explained that he told her that if she looked after him, she would not have to pay rent or household expenses. Chester testified that Bridges never paid household bills or paid for any food. He further stated that she never quit her job to take care of him, but that she might have taken time off work to take him to appointments.

{¶14} Chester testified that he had considered Bridges a friend, but that it was a "bad move" to put his trust in her. He stated, "Her problem with me and her was she wanted to be my legal guardian, and I didn't need a legal guardian. So I wouldn't make her my legal guardian." Chester further testified that Bridges took him to doctors' appointments hoping to have him found incompetent and that she "wanted to take control of me and the house and my bank account and everything else." According to Chester, he decided to move in with his niece because Bridges said "that she wasn't going to live in that house no more unless I make her a legal guardian."

{¶15} The trial court granted Chester's motion for summary judgment. It found that the parties had no written contract and that an oral contract for the conveyance of property violated the statute of frauds and was unenforceable. The court further found that a claim for promissory estoppel could not be based on an oral agreement that was precluded by the statute of frauds, and that, even if the claim for promissory estoppel was not barred by the statute of frauds, the claim would still fail because any reliance by Bridges on a promise from Chester to give her the house was not reasonable. In support, the court cited Bridges's belief that Chester had a diminished capacity and was unable to handle his own affairs.

{¶16} The trial court found that Bridges was occupying the premises without the consent of the owner, and it ordered her to vacate the premises within 30 days. The court also granted Chester's motion to strike, finding that the doctor's report that Bridges had submitted as an exhibit was not admissible under Civ.R. 56(E).

{¶17} Bridges now appeals.

II. Analysis of Summary Judgment

{¶18} Bridges raises three assignments of error challenging the trial court's grant of summary judgment to Chester on her counterclaims.

{¶19} She argues that the trial court (1) erred as a matter of law by granting summary judgment when Chester made direct admissions in his deposition that created a genuine issue of material fact regarding the existence of a compensatory caretaker agreement, (2) erred by finding "no evidence" of part performance or detrimental reliance, despite evidence that Bridges resigned from her job and assumed significant financial liability for home repairs in reliance on the oral agreement, and (3) committed reversible error by weighing evidence and making credibility determinations regarding the "reasonableness" of Bridges's reliance on Chester's

promise to convey the property. We address these arguments collectively.

{¶20} We review a trial court's ruling on a motion for summary judgment de novo. *Smathers v. Glass*, 2022-Ohio-4595, ¶ 30. Summary judgment is appropriately granted where the movant establishes "that (1) there is no genuine issue of material fact; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion when viewing evidence in favor of the nonmoving party, and that conclusion is adverse to the nonmoving party." *Grafton v. Ohio Edison Co.*, 1996-Ohio-336, ¶ 10.

A. Enforcement of Oral Contract

{¶21} We first review the trial court's grant of summary judgment on Bridges's counterclaim for "enforcement of oral contract under the doctrine of part performance." The trial court determined that because any contract between Chester and Bridges for the transfer of his home was made orally, it was barred by the statute of frauds. It further found that there was "no evidence submitted that [Bridges] even made significant financial investments of rent payments, or major home improvement that might be evidence toward a theory of partial performance of a land contract."

{¶22} The term "statute of frauds" generally refers to a statute that requires certain agreements be in writing. *Canter v. Garvin*, 2021-Ohio-99, ¶ 26 (3d Dist.). R.C. 1335.04 provides, "No lease, estate, or interest . . . in, or out of lands, tenements, or hereditaments, shall be assigned or granted except by deed, or note in writing, signed by the party assigning or granting it, or his agent thereunto lawfully authorized, by writing, or by act and operation of law."

{¶23} R.C. 1335.05 similarly provides, "No action shall be brought . . . to charge a person . . . upon a contract or sale of lands, tenements, or hereditaments, or interest in or concerning them . . . unless the agreement upon which such action is

brought, or some memorandum or note thereof, is in writing and signed by the party to be charged therewith or some other person thereunto by him or her lawfully authorized."

{¶24} There was no written contract between Chester and Bridges for the transfer of his property. Neither party asserts otherwise. Because any contract regarding the transfer of property was oral, it was barred by the statute of frauds. *See* R.C. 1335.04 and 1335.05; *Olympic Holding Co., L.L.C. v. ACE Ltd.*, 2009-Ohio-2057, ¶ 32 ("Agreements that do not comply with the statute of frauds are unenforceable.").

{¶25} Nevertheless, a party's part performance may remove a contract, including one for the sale or transfer of land, from the statute of frauds. *See Maddali v. Haverkamp*, 2019-Ohio-1518, ¶ 13 (1st Dist.) ("[E]ven where an oral contract is unenforceable under the statute of frauds, the doctrine of part performance can remove an agreement from the statute."); *Watts v. Fledderman*, 2018-Ohio-2732, ¶ 24 (1st Dist.) ("Notwithstanding the statute of frauds, Ohio courts have held that it is possible in certain cases to establish the existence of 'an oral land contract' under the doctrine of part performance."). For part performance to remove an agreement from the statute of frauds, the partial performance "must consist of unequivocal acts by the party relying upon the agreement, which are exclusively referable to the agreement and which have changed his position to his detriment and make it impossible or impractical to place the parties *in statu quo*." *Delfino v. Paul Davies Chevrolet, Inc.*, 2 Ohio St.2d 282 (1965), paragraph four of the syllabus.

{¶26} In cases involving the sale of real estate, the doctrine of part performance can only be invoked to remove a contract from the statute of frauds where "there has been a delivery of possession of the real estate in question." *Hodges v. Ettinger*, 127 Ohio St. 460 (1934), syllabus. But possession alone will not remove a

contract from the statute of frauds. *Tier v. Singrey*, 154 Ohio St. 521, 526 (1951). Rather, "[i]n an action for specific enforcement of an oral contract for the sale of land, equity intervenes to render the statute of frauds inoperative only when a failure to enforce the contract will result in fraud and injury." *Id.* To enforce such an oral contract, a party must, "in reliance on the promise, have performed acts which changed his position to his prejudice." *Id.*

{¶27} The following factors are relevant when determining the applicability of the part-performance doctrine to an oral contract involving the transfer of real estate: "(1) evidence of a change in possession; (2) payment of all or part of the consideration for the land; and (3) improvements, alterations or repairs upon the land by the possessor." (Cleaned up.) *Canter*, 2021-Ohio-99, at ¶ 42 (3d Dist.).

{¶28} Bridges argues that she partially performed her duties under the parties' oral contract by (1) co-signing a home-repair loan and assuming debt, (2) maintaining possession of the property since 2018, and (3) resigning from her teaching position in December 2021 to provide additional care for Chester. But under the applicable law, these actions were not sufficient to remove the contract from the statute of frauds because there was no agreed-upon change in possession of the property. *Id.*; *see Hodges*, 127 Ohio St. 460, at syllabus. Bridges was only in possession of the house because Chester allowed her to live there for a time, and she refused to leave after Chester moved out. Chester did not voluntarily deliver the property to her, and Bridges does not assert otherwise.

{¶29} Because any oral contract for conveyance of the real estate from Chester to Bridges was in violation of the statute of frauds and unenforceable, and because the record contains no genuine issue of material fact as to whether Bridges's part performance under the contract removed it from the statute of frauds, Chester was

entitled to judgment as a matter of law on Bridges's counterclaim for enforcement of an oral contract. We accordingly hold that the trial court did not err in granting summary judgment to Chester on this counterclaim.

B. Promissory Estoppel

{¶30} We next consider the trial court's grant of summary judgment to Chester on Bridge's counterclaim for promissory estoppel. Bridges argues that even if the statute of frauds bars enforcement of the parties' oral contract, promissory estoppel remains an independent, equitable cause of action for damages.

{¶31} In *Olympic Holding*, 2009-Ohio-2057, at ¶ 38, the Court held that "a party may not use promissory estoppel to bar the opposing party from asserting the affirmative defense of the statute of frauds." A contrary holding, the Court explained, would be "damaging to the protections afforded by the statute of frauds" and "would abrogate the purpose and intent of the legislature in enacting [it] and would nullify its fundamental requirements." (Cleaned up.) *Id.* at ¶ 29 and 35. But the Court further held that "promissory estoppel is an adequate remedy for a fraudulent oral promise or breach of an oral promise, absent a signed agreement," and that a party "may pursue promissory estoppel *as a separate remedy for damages*." (Emphasis added.) *Id.* at ¶ 38 and 40.

{¶32} *Olympic Holding* establishes that a party *may not* assert promissory estoppel to remove a contract from the statute of frauds or to enforce an oral contract, but *may* assert it offensively as an independent cause of action to seek damages for breach of an oral promise. This court followed *Olympic Holding* in *Maddali*, holding, "Promissory estoppel can also be used to recover damages for breach of an oral promise, in the absence of a signed agreement." *Maddali*, 2019-Ohio-1518, at ¶ 14 (1st Dist.).

{¶33} The elements of a claim for promissory estoppel are "a clear and unambiguous promise," reliance on that promise that was reasonable and foreseeable, and resulting injury from the reliance. *Danziger & De Llano, L.L.P. v. Morgan Verkamp, L.L.C.*, 2023-Ohio-1728, ¶ 61 (1st Dist.). "While the reliance element is generally a question of fact left to the jury, it may be adjudicated on summary judgment when the plaintiff fails to present evidence to support reasonable and foreseeable reliance." *Watson v. Franklin Univ.*, 2019-Ohio-2929, ¶ 16 (10th Dist.); *see also Hale v. Volunteers of Am.*, 2004-Ohio-4508, ¶ 50 (1st Dist.) (whether a party's reliance was reasonable and foreseeable and whether the party suffered resulting injury are generally questions of fact for a jury to resolve).

{¶34} In the case at bar, the trial court mistakenly determined that Bridges could not assert promissory estoppel as an independent cause of action for damages where enforcement of an oral contract is barred by the statute of frauds. But the court nonetheless proceeded to consider the merits of Bridges's claim for promissory estoppel, and it found that any reliance by Bridges on Chester's promise to convey the property was not reasonable, given that Bridges herself believed Chester had a diminished capacity.

{¶35} Bridges argues that this was an improper credibility determination by the trial court, and we agree. Whether Bridges was aware of Chester's diminished capacity when relying on a promise from him to give her his property presents an issue of fact. But while the trial court's reasoning as to why Bridges's reliance on Chester's promise was unreasonable may have been improper, its underlying determination regarding reasonableness was not.

{¶36} Bridges asserts that she relied on a promise from Chester that he "was going to be with me until he no longer existed, and that when that happened, I would

get the home." She understood Chester's promise to mean "[t]hat if something were to happen to him, that I would receive the property." In her deposition testimony, she agreed that this promise was "[k]ind of like a will." Thus, according to Bridges, Chester's oral promise was a promise to give her his home when he passed away. Such a promise was not enforceable unless it was in writing.

{¶37} Pursuant to R.C. 2107.04, "No agreement to make a will or to make a devise or bequest by will shall be enforceable unless it is in writing." It was not reasonable for Bridges to believe that Chester would give her the home if that promise was not set forth in a will. And the record contains no genuine issue of material fact as to whether Chester devised the home to Bridges in a will. He did not.

{¶38} Chester stated in his affidavit that Bridges took him to an attorney to have herself placed in his will, and that he refused to comply. Bridges's deposition testimony also reveals that she was aware that she was never actually included in Chester's will:

> BRIDGES: When we met with the attorney initially and he talked about a will, he did list me as a person that would be listed in that will.
>
> COUNSEL: Would be listed in the will to get the house or listed in the will?
>
> BRIDGES: Like I said, when he talked to that attorney, I was there, and he did state that I would be listed; he did not state what—how things would—
>
> COUNSEL: Say that again; I couldn't understand you.
>
> BRIDGES: So what I'm saying is—I'm saying that the evidence is that he did talk to an attorney about a will, and that he did state me as one of the persons that would be included in that will.

{¶39} Bridges was seemingly aware that Chester needed to devise the property in a will. And even if she was not aware of the requirement that Chester's intent to bequeath the property to her must be reflected in a written document, ignorance of the law is no excuse. *State v. Bell*, 2011-Ohio-969, ¶ 19 (6th Dist.) ("It is an axiomatic legal principle that ignorance of the law is no excuse.").

{¶40} Any reliance by Bridges on Chester's oral promise to give her the property was not reasonable as a matter of law. *See Awada v. Univ. of Cincinnati*, 83 Ohio Misc.2d 100, 105 (Ct. of Cl. 1997) ("[A] reasonable person would not have relied on a promise that the promisor refused to place in writing."); *Heinz & Assocs., Inc. v. Diamond Cellar Holdings, L.L.C.*, 2012-Ohio-1422, ¶ 43 (10th Dist.) (holding that plaintiff could not establish justifiable reliance on a promise from defendant where defendant had expressed an intent that neither party would be bound until a written agreement was executed); *see also Culp v. Culp*, 2010-Ohio-4263, ¶ 17 (5th Dist.).

{¶41} *Vandyne v. Faldoski*, 2023-Ohio-2370 (7th Dist.), is instructive. In holding that an oral promise to make a bequest in a will was not enforceable, the court stated,

> The nature of the "promise" that Appellants alleged throughout trial and in this appeal is that Mr. Widmor said he intended to sign a will and to make a devise or bequest to Appellants in that will. R.C. 2107.04 states: "No agreement to make a will or to make a devise or bequest by will shall be enforceable unless it is in writing. . . ." There is no assertion in the record that Mr. Widmor or any other person signed any written agreement to make a will or to make a bequest. Claims of quantum meruit or promissory estoppel do not negate the requirement of a written agreement when the alleged underlying promise was to

> make a will or regard a promise to make a devise or bequest under a will. Likewise, fraud or other equitable arguments fail if there is no written agreement to make a will or bequest as required by R.C. 2107.04.
>
> Based on R.C. 2107.04 alone, it was unreasonable for Appellants to rely on oral commitments by Mr. Widmor that he would make a will or provide some undefined legacy to them in that will.

(Cleaned up.) *Id*. at ¶ 28-29.

{¶42} Because the oral promise in this case was a promise to make a bequest in a will, and because that promise was legally unenforceable, any reliance by Bridges on that promise was unreasonable. We accordingly hold that Chester was entitled to judgment as a matter of law on Bridges's claim for promissory estoppel and that the trial court did not err in granting him summary judgment on that claim.

* * *

{¶43} Bridges's first, second, and third assignments of error are overruled, and the trial court's grant of summary judgment to Chester is affirmed.

Judgment affirmed.

KINSLEY, P.J., and **MOORE, J.,** concur.