

COURT OF APPEALS OF OHIO, FIFTH APPELLATE DISTRICT, FAIRFIELD COUNTY

Fox v. Schwartz & Dompier

2026-Ohio-1025 · No. 2025 CA 00024 · Decided March 24, 2026

SUMMARY

The Ohio Fifth District Court of Appeals held that the trial court’s finding that the Dompier’s were not bona fide purchasers for value was based on an erroneous factual finding and remanded for redetermination of that issue. The court affirmed the judgment rejecting Fox’s tortious-interference claim, concluding that the evidence of interference was too general and speculative and that the finding was not against the manifest weight of the evidence. The judgment was therefore reversed and remanded in part and affirmed in all other respects.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                          |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Court of Appeals of Ohio, Fifth Appellate District, Fairfield County                                                                                                                                                                                                                                                                     |
| WRITING FOR THE COURT | William B. Hoffman; Robert G. Montgomery; Craig R. Baldwin                                                                                                                                                                                                                                                                               |
| JURISDICTION          | Ohio Court of Appeals, Fifth Appellate District, Fairfield County                                                                                                                                                                                                                                                                        |
| DECIDED               | March 24, 2026                                                                                                                                                                                                                                                                                                                           |
| DOCKET                | 2025 CA 00024                                                                                                                                                                                                                                                                                                                            |
| DISPOSITION           | reversed_and_remanded                                                                                                                                                                                                                                                                                                                    |
| PROCEDURAL POSTURE    | Cross-appeals from judgments entered after a bench trial in which the Fairfield County Court of Common Pleas awarded Fox declaratory and specific-performance relief concerning a 44-acre parcel, found the Dompier’s were not bona fide purchasers for value, and rejected Fox’s tortious-interference claim.                           |
| STANDARD OF REVIEW    | A judgment in a bench-trial case will not be reversed as against the manifest weight of the evidence when supported by some competent, credible evidence. The appellate court gives deference to the trial court’s credibility determinations because the trial judge observed the witnesses’ demeanor, gestures, and voice inflections. |
| PRECEDENTIAL VALUE    | Published Ohio Court of Appeals opinion                                                                                                                                                                                                                                                                                                  |
| PARTIES               | Ashlie Dompier, Ryan Dompier v. David E. Fox                                                                                                                                                                                                                                                                                             |

TOPICS

real estate

contracts

intentional interference with contract

standard of review

appellate procedure

## PRACTICE AREAS

contracts

real estate

torts

appellate procedure

remedies

## QUESTIONS PRESENTED

1. Whether the trial court erred in finding that the Dompieres were not bona fide purchasers for value based on the erroneous finding that they were present when the Proposal was signed.
2. Whether the trial court erred in rejecting Fox's claim for tortious interference with contract and denying compensatory damages, punitive damages, and attorney fees.

## HOLDINGS

1. The trial court's finding that the Dompieres were not bona fide purchasers for value could not stand because it relied on the erroneous factual finding that they were present when the Proposal was signed. The issue was remanded for the trial court to redetermine whether the Dompieres qualified as bona fide purchasers for value based on the evidence, excluding that erroneous finding.
2. The trial court's judgment for the Dompieres on Fox's tortious-interference-with-contract claim was not against the manifest weight of the evidence. The evidence of interference was too general and speculative, and the trial court's credibility-based findings were supported by competent, credible evidence.

## KEY QUOTATIONS

*"A bona fide purchaser for value is a purchaser who takes property: 1) for valuable consideration, 2) in good faith, and 3) absent notice of any adverse claims." (§ 14)*

*"A judgment supported by some competent, credible evidence will not be reversed by a reviewing court as against the manifest weight of the evidence." (§ 27)*

*"The elements of tortious interference with contract are: (1) the existence of a contract, (2) the wrongdoer's knowledge of the contract, (3) the wrongdoer's intentional procurement of the contract's breach, (4) the lack of justification, and (5) resulting damages." (§ 28)*

## FACTUAL BACKGROUND

Fox and his then-partner sought to purchase approximately 44 acres from David and Katie Schwartz, while the Dompieres sought to purchase a neighboring parcel. On April 30, 2019, Fox and Sammie Schwartz signed a document titled "Proposal," and Fox paid \$1,000; later correspondence between Fox and David Schwartz addressed the purchase price and closing. The Dompieres purchased their neighboring parcel on October 29, 2019. The trial court found that the Dompieres were present when the Proposal was signed, but both parties agreed that factual finding was incorrect.

## PROCEDURAL HISTORY

Fox sued the Schwartzes and the Dompier asserting claims arising from an alleged contract for the sale of farm property, including declaratory judgment, specific performance, breach of contract, tortious interference, fraud, unjust enrichment, and quantum meruit. After a bench trial, the trial court found an enforceable contract, ordered conveyance of the property to Fox, declared that the Dompier were not bona fide purchasers for value, and denied Fox relief on his tortious-interference claim. The Dompier appealed the bona-fide-purchaser ruling, and Fox cross-appealed the denial of his tortious-interference claim.

## DISPOSITION

reversed\_and\_remanded

## REMAND INSTRUCTIONS

The trial court must redetermine whether the Dompier were bona fide purchasers for value, excluding the erroneous factual finding that they were present when the Proposal was signed, and evaluate the other evidence concerning their knowledge. The judgment is affirmed in all other respects.

## CASES CITED

- The Shaker Corlett Land Co. v. Cleveland, 39 Ohio St. 536, 542 (1882)
- Klickovich v. State Med. Bd. of Ohio, 2026-Ohio-31, ¶ 5 (10th Dist.)
- Lycan v. Cleveland, 2016-Ohio-422, ¶ 21
- Young v. Univ. of Akron, 2007-Ohio-4663, ¶ 22 (10th Dist.)
- Crestmont Cleveland Partnership v. Ohio Dept. of Health, 139 Ohio App.3d 928, 935 (10th Dist. 2000)
- C.E. Morris Co. v. Foley Construction Co., 54 Ohio St.2d 279, 280 (1978)
- Myers v. Garson, 1993-Ohio-9
- Seasons Coal Co. v. City of Cleveland, 10 Ohio St.3d 77, 80 (1984)
- Fred Siegel Co., L.P.A. v. Arter & Hadden, 85 Ohio St. 3d 171, 176