

INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

David Henline and Michelle Henline v. Donna MacKenzie

No. 25-ICA-119 · No. No. 25-ICA-119 · Decided December 4, 2025

SUMMARY

The Intermediate Court of Appeals of West Virginia affirmed the circuit court’s judgment for Donna MacKenzie in a dispute involving an oral agreement under which David and Michelle Henline were permitted to reside on and maintain MacKenzie’s property in exchange for a future conveyance of land. The court held that the Henlines did not directly challenge the circuit court’s finding that they breached the agreement’s maintenance provision and declined to reweigh the evidence. The court therefore affirmed the order dismissing the Henlines’ claims and directing them to vacate the property.

CASE DETAILS

COURT	Intermediate Court of Appeals of West Virginia
WRITING FOR THE COURT	Chief Judge Charles O. Lorensen; Judge Daniel W. Greear; Judge S. Ryan White
JURISDICTION	Intermediate Court of Appeals of West Virginia
DECIDED	December 4, 2025
DOCKET	No. 25-ICA-119
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a circuit-court judgment entered after a bench trial enforcing an oral property-related agreement and dismissing the Henlines' claims.
STANDARD OF REVIEW	After a bench trial, the ultimate disposition is reviewed for abuse of discretion, underlying factual findings are reviewed for clear error, and questions of law are reviewed de novo. The appellate court does not reweigh evidence or overturn a finding merely because it might have reached a different conclusion.
PRECEDENTIAL VALUE	Published memorandum decision; the opinion states that it is a memorandum decision under West Virginia Rule of Appellate Procedure 21.
PARTIES	David Henline, Michelle Henline v. Donna MacKenzie

TOPICS

breach of contract

material breach

statute of frauds

adverse possession

standard of review

PRACTICE AREAS

contracts

real estate

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the circuit court's findings after the bench trial were clearly erroneous or its ultimate disposition was an abuse of discretion.
2. Whether the Henlines' breach of the oral agreement's maintenance provision prevented them from enforcing the agreement or compelling conveyance of the property.
3. Whether the circuit court properly rejected the Henlines' adverse-possession claim where their possession began by invitation.

HOLDINGS

1. The circuit court's factual findings were not clearly erroneous, and its ultimate disposition was not an abuse of discretion.
2. The Henlines were not entitled to enforce the agreement or compel conveyance because the circuit court properly found that they breached the agreement by failing to maintain the property.
3. The adverse-possession claim failed because the Henlines occupied the property by MacKenzie's invitation rather than adversely.

KEY QUOTATIONS

“An appellate court does not reweigh the evidence[.]” (at 3)

“Findings of fact, whether based on oral or other evidence, shall not be set aside unless clearly erroneous, and the reviewing court shall give due regard to the trial court’s opportunity to judge the witnesses’ credibility.” (at 3)

FACTUAL BACKGROUND

Around 2013, Donna MacKenzie orally agreed to let David and Michelle Henline establish a home on her 2.36-acre property and reside there in exchange for maintaining the property, with a later conveyance of a portion of the property if they fulfilled those conditions. The Henlines installed utilities, established a 911 address, built an access road, and placed and expanded a prefabricated structure on the property. The parties' relationship later deteriorated, and MacKenzie contended that the Henlines stopped mowing and brought numerous tires, salvaged vehicles, and other salvage materials onto the property. The circuit court found that the Henlines breached the maintenance provision and denied enforcement of the agreement and the related equitable claims.

PROCEDURAL HISTORY

The Henlines sued MacKenzie to enforce an oral agreement under which they would maintain her property in exchange for later conveyance of part of it. They asserted adverse possession, detrimental reliance, unjust

enrichment, and promissory estoppel. After a bench trial, the Circuit Court of Lewis County found that the Henlines breached the agreement's maintenance provision, rejected their adverse-possession claim, dismissed the action, and ordered them to vacate and remove their structure and personal property within ninety days. The Henlines appealed, and the Intermediate Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Pub. Citizen, Inc. v. First Nat'l Bank in Fairmont, 198 W. Va. 329, 480 S.E.2d 538 (1996)
- State v. Thompson, 220 W. Va. 246, 254, 647 S.E.2d 526, 534 (2007)
- Coles v. Century Aluminum of W. Va., No. 23-ICA-81, 2023 WL 7202966, at *2 (W. Va. Ct. App. Nov. 1, 2023)
- Phillips v. Fox, 193 W. Va. 657, 661, 458 S.E.2d 327, 331 (1995)

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