

OHIO COURT OF APPEALS, THIRD APPELLATE DISTRICT

Zeedyk v. 5C's Drying

2026-Ohio-618 · No. 4-25-05 · Decided February 23, 2026

SUMMARY

The Ohio Third District Court of Appeals reviewed consolidated foreclosure, contract, fraud, slander-of-title, and related claims arising from agricultural financing and business transactions. The court affirmed in part, reversed in part, and remanded the trial court’s judgment, including rulings concerning foreclosure of a personal residence, damages related to the sale of a farming operation, and claims involving a hauling business.

CASE DETAILS

COURT	Ohio Court of Appeals, Third Appellate District
WRITING FOR THE COURT	William R. Zimmerman, Presiding Judge; Mark C. Miller, Judge; Juergen A. Waldick, Judge
JURISDICTION	Ohio Court of Appeals, Third Appellate District
DECIDED	February 23, 2026
DOCKET	4-25-05
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Defendants appealed and plaintiffs cross-appealed from the Defiance County Court of Common Pleas's foreclosure, contract-damages, and attorney-fee rulings following a bench trial in consolidated actions.
STANDARD OF REVIEW	For factual findings after a civil bench trial, the court applied the manifest-weight-of-the-evidence standard and would not reverse a judgment supported by some competent, credible evidence going to all essential elements. Attorney-fee decisions were reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Rachel E. Cleland, Executrix of the Estate of William A. Cleland, Jr., Rachel E. Cleland, Phillip D. Cleland v. Clinton R. Zeedyk, Zeedyk Farms, LLC

TOPICS

foreclosure

breach of contract

contract formation

damages

appellate procedure

PRACTICE AREAS

appellate procedure

commercial litigation

contracts

foreclosure

remedies

QUESTIONS PRESENTED

1. Whether the trial court's foreclosure judgment on the Clelands' personal residence was against the manifest weight of the evidence because the defendants proved a want of consideration for the note and mortgage.
2. Whether the trial court properly calculated damages for breach of the agreement concerning the sale of 5C's Farms, including application of the undisputed \$200,000 seller holdback credit.
3. Whether the parties formed an enforceable express or implied-in-fact contract concerning the sale or assignment of the hauling business and related contracts.
4. Whether the trial court abused its discretion by awarding the plaintiffs all requested attorney fees without segregating fees incurred on recoverable foreclosure claims from fees incurred on unrelated claims.

HOLDINGS

1. The foreclosure judgment was not against the manifest weight of the evidence because the defendants failed to prove by a preponderance of the evidence that the note and mortgage were invalid for want of consideration.
2. The damages award was against the manifest weight of the evidence because the trial court failed to offset the approximately \$150,000 undisclosed lease liability against the undisputed \$200,000 seller holdback credit.
3. No enforceable hauling-business contract was established because the parties lacked mutual assent on definite essential terms and a necessary third-party consent to transfer the hauling contracts was never obtained.
4. The trial court abused its discretion by awarding the plaintiffs unsegregated attorney fees for the entire litigation; it was required to award only fees attributable to claims for which fee shifting was authorized.

KEY QUOTATIONS

“Generally, the holder of a promissory note establishes a prima facie case for payment on the note by simply placing the promissory note into evidence and securing an admission of the maker’s signature.” (§ 39)

“The parties must have a distinct and common intention that is communicated by each party to the other.” (§ 49)

“A court cannot enforce a contract unless it can determine what it is.” (§ 67)

“where the ‘claims can be separated into a claim for which fees are recoverable and a claim for which no fees are recoverable, the trial court must award fees only for the amount of time spent pursuing the claim for

which fees may be awarded.” (§ 81)

FACTUAL BACKGROUND

William A. Cleland and 5C's Drying, LLC borrowed money from Clinton R. Zeedyk and secured the debt with promissory notes and mortgages on a commercial property and the Clelands' residence. The parties also disputed a sale of the family farming operation, including an undisclosed prepaid lease liability and a \$200,000 seller holdback, as well as proposed arrangements concerning hauling contracts. The litigation involved consolidated foreclosure actions, contract claims, counterclaims, lien-priority issues, and competing claims for damages and attorney fees.

PROCEDURAL HISTORY

The trial court consolidated three related actions involving foreclosures, contract claims, and counterclaims. After a bench trial, it entered judgment on promissory notes, ordered foreclosure on two properties, awarded \$150,000 for breach of the 5C's Farms sale agreement, denied the parties' other contract claims, and awarded \$114,809.23 in attorney fees. The appellate court affirmed the foreclosure and hauling-contract rulings, reversed the \$150,000 award because the trial court failed to apply an undisputed \$200,000 holdback credit, reversed the attorney-fee award for failure to segregate recoverable fees, and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for the trial court to recalculate the 5C's Farms damages after applying the undisputed \$200,000 holdback credit and to determine recoverable attorney fees by segregating fees attributable to the fee-shifting foreclosure claims from fees incurred on unrelated claims.

CASES CITED

- Lump v. Larson, 2015-Ohio-469, ¶¶ 9-10 (3d Dist.)
- San Allen, Inc. v. Buehrer, 2014-Ohio-2071, ¶ 89 (8th Dist.)
- Wells Fargo Bank N.A. v. Freed, 2012-Ohio-5941, ¶ 32 (3d Dist.)
- Doerschuk v. KLG Mobile Intensive Co., 2019-Ohio-5248, ¶ 11 (7th Dist.)
- Warnecke v. Chaney, 2011-Ohio-3007, ¶ 13 (3d Dist.)
- C.E. Morris Co. v. Foley Constr. Co., 54 Ohio St.2d 279 (1978)
- Seasons Coal Co. v. Cleveland, 10 Ohio St.3d 77, 80-81 (1984)
- Santomieri v. Mangen, 2018-Ohio-1443, ¶¶ 13, 16 (3d Dist.)
- Morgan v. Mikhail, 2008-Ohio-4598, ¶ 66 (10th Dist.)
- Burke v. State, 104 Ohio St. 220, 222 (1922)
- U.S. Bank Natl. Assn. v. George, 2020-Ohio-6758, ¶ 27 (10th Dist.)

- Gallon v. Scouten, 2007-Ohio-2957, ¶ 17 (6th Dist.)
- Dalrymple v. Wyker, 60 Ohio St. 108 (1899)
- Sur-Gro Plant Food Co., Inc. v. Morgan, 29 Ohio App.3d 124, 128-130 (12th Dist. 1985)
- LaFrance v. Ralich, 2023-Ohio-4291, ¶¶ 35-36 (7th Dist.)
- Universal Steel Bldgs. Corp. v. Dues, 2024-Ohio-698, ¶ 175 (3d Dist.)
- API in the Sky, L.L.C. v. Testa, 2018-Ohio-4812, ¶ 21
- W. Res. Farm Coop., 2010-Ohio-2950, ¶ 20 (11th Dist.)
- Lucarell v. Nationwide Mut. Ins. Co., 2018-Ohio-15, ¶ 41
- Langfan v. Carlton Gardens Co., 2009-Ohio-3318, ¶ 25 (3d Dist.)
- Adams v. Disbennett, 2008-Ohio-5398, ¶ 15 (3d Dist.)
- Cramer v. Bucher, 2002 Ohio 3397, ¶ 10 (3d Dist.)
- Danziger & De Llano, LLP v. Morgan Verkamp LLC, 2023-Ohio-1728, ¶ 31 (1st Dist.)
- 2454 Cleveland, LLC v. TWA, LLC, 2020-Ohio-362, ¶ 16 (10th Dist.)
- Fleischer v. George, 2010-Ohio-3941, ¶ 28 (9th Dist.)
- Frisby v. Solberg, 2016-Ohio-7644, ¶ 18 (12th Dist.)
- Concrete Creations & Landscape Design LLC v. Wilkinson, 2021-Ohio-2508, ¶ 123 (7th Dist.)
- Deffren v. Johnson, 2021-Ohio-817, ¶¶ 17, 19 (1st Dist.)
- Linder v. Am. Natl. Ins. Co., 2003-Ohio-5394, ¶ 18 (1st Dist.)
- Wajda v. M&J Automotive, 2010-Ohio-6584, ¶ 37 (7th Dist.)
- Nexus Communs., Inc. v. Qwest Communs. Corp., 2011-Ohio-1759, ¶¶ 33-34 (10th Dist.)
- Martin v. Jones, 2015-Ohio-3168, ¶¶ 40, 42-43 (4th Dist.)
- Cooper v. W. Carrollton, 2018-Ohio-2547, ¶ 29 (2d Dist.)
- Clemens v. Clemens, 2008-Ohio-4730, ¶ 93 (2d Dist.)
- Pawlowski v. Pawlowski, 83 Ohio App.3d 794, 798-799 (10th Dist. 1992)
- Fouty v. Ohio Dept. of Youth Servs., 2006-Ohio-2957, ¶ 56 (10th Dist.)
- Sagonowski v. The Andersons, Inc., 2005-Ohio-326, ¶ 14 (6th Dist.)
- Bowes v. Toledo Collision-Toledo Mechanical, Inc., 2000 Ohio App. LEXIS 3727, *9 (6th Dist. Aug. 18, 2000)
- Rulli v. Fan Co., 79 Ohio St.3d 374, 376 (1997)
- Bd. of Cty. Commrs. v. Toledo, 1993 Ohio App. LEXIS 4478, *14-15 (6th Dist. Sep. 24, 1993)
- Calderone v. Duebelt, 2025-Ohio-800, ¶ 25 (11th Dist.)
- Battle Axe Constr., LLC v. H. Hafner & Sons, Inc., 2019-Ohio-4191, ¶ 25 (1st Dist.)
- Anzalaco v. Graber, 2012-Ohio-2057, ¶ 21 (8th Dist.)
- Kandel v. Gran, 1981 Ohio App. LEXIS 12445, *11-12 (5th Dist. June 17, 1981)
- Gilman v. Physna, 2021-Ohio-3575, ¶ 19 (1st Dist.)
- Palmer v. George Ballas Buick, 1984 Ohio App. LEXIS 11598, *12-13 (6th Dist. Nov. 23, 1984)
- Shaffer v. Triple Diamond Excavating, 2010-Ohio-3808, ¶¶ 27, 33 (11th Dist.)

- Estate of Samples v. Lagrange Nursing & Rehab. Ctr., Inc., 2024-Ohio-4441, ¶ 19 (9th Dist.)
- Bittner v. Tri-County Toyota, Inc., 58 Ohio St.3d 143, 145-146 (1991)
- Brooks v. Hurst Buick-Pontiac-Olds-GMC, Inc., 23 Ohio App.3d 85, 91 (12th Dist. 1985)
- Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983)
- Chapel v. Wheeler Growth Co., 2023-Ohio-3988, ¶ 20 (1st Dist.)
- Northeast Ohio Coalition for the Homeless v. Husted, 831 F.3d 686, 703 (6th Cir. 2016)
- Fox v. Vice, 563 U.S. 826, 838 (2011)
- Stults & Assocs. v. United Mobile Homes, 1998 Ohio App. LEXIS 5097, *43-44 (3d Dist. Oct. 14, 1998)
- Transamerica Ins. Co. v. Nolan, 72 Ohio St.3d 320 (1995)

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