2017 IL App (1st) 162464-U

FIRST DIVISION
June 5, 2017

No. 1-16-2464

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

LINDA MOUR,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County.
	)	
v.	)	No. 12 CH 23198
	)	
TONI HARTY AND WILLIAM HARTY,	)	Honorable
	)	Rodolfo Garcia,
Defendants-Appellants.	)	Judge Presiding.

JUSTICE MIKVA delivered the judgment of the court.
Justice Harris and Justice Simon concurred in the judgment.

O R D E R

¶ 1 *Held*: The circuit court's judgment in favor of the plaintiff on her claim for breach of contract is affirmed where (1) the Frauds Act does not apply, both because the evidence supports a finding that the parties' agreement did not involve the transfer of an interest in real property and the defendants admitted the existence of a contract, and (2) the court's finding that the parties' written payment schedule reflected a binding contract and not a gift was not against the manifest weight of the evidence.

¶ 2 Plaintiff Linda Mour sued her daughter and son-in-law, Toni and William (Bill) Harty, for breach of contract, promissory estoppel, and unjust enrichment, based on their alleged breach of the parties' agreement that the Hartys would pay Ms. Mour $50,000 if she would move out of their house. No payments were ever made and the Hartys had Ms. Mour removed from their

home pursuant to an order of protection. Following a bench trial, the circuit court entered judgment in favor of the Hartys on Ms. Mour's promissory estoppel and unjust enrichment claims, and in favor of Ms. Mour on her breach of contract claim.

¶ 3 On appeal, the Hartys argue that (1) Ms. Mour's breach of contract claim is barred by section 2 of the Frauds Act (740 ILCS 80/2 (West 2010), which requires contracts for longer than one year involving the transfer of an interest in real property to be made in writing or memorialized by a writing providing a description of the property and the terms of sale, and (2) the circuit court's finding that the parties reached an enforceable agreement was against the manifest weight of the evidence.

¶ 4 For the reasons that follow, we affirm the judgment of the circuit court.

¶ 5 BACKGROUND

¶ 6 The pleadings in this case establish the following undisputed facts. Ms. Mour was living with her elderly parents in California when, on September 2, 2003, a driver ran a red light, collided with the vehicle Ms. Mour was driving, and killed Ms. Mour's parents, who were passengers in the vehicle. Ms. Harty, who had long been estranged from her mother, began to have regular contact with Ms. Mour after the accident. At Ms. Harty's suggestion, Ms. Mour moved to Illinois in November 2003 and lived in the Hartys' basement. An addition to the Hartys' home was completed in 2005 and used by Ms. Mour as her private living area. However, by September 2011, the parties' relationship had broken down and, on September 24, 2011, the Hartys provided Ms. Mour with a payment schedule, which all three signed, stating that the Hartys would pay Ms. Mour a total of $50,000. The parties contemplated that Ms. Mour would return to California. The Hartys made no payments to Ms. Mour and, on October 4, 2011, had her removed from their home by police officers, pursuant to an emergency order of protection.

¶ 7 At a three-day bench trial beginning on June 28, 2016, the circuit court heard the parties' conflicting accounts of the circumstances leading up to Ms. Mour's departure.

¶ 8 Ms. Mour testified that, following the car crash, she understood that she had to find somewhere else to live because her parents' home would eventually be sold. Thinking that she could rekindle a relationship with her daughter and see her two grandchildren grow up, Ms. Mour agreed to move to Illinois in November 2003. Approximately one year after the accident that killed her parents, Ms. Mour received a payment of $150,000, representing her share of the settlement of an insurance claim filed against the other driver's insurer. Although Ms. Mour initially planned to use this money to find her own place to live, following discussions with the Hartys, she agreed to contribute $100,000 toward the cost of building an addition onto the Hartys' home, where Ms. Mour understood she would be welcome to live for the rest of her life. Ms. Mour moved into the addition as soon as it was completed in mid-2005. At Ms. Harty's request, Ms. Mour also contributed to the household expenses by paying $300 of the Hartys' monthly mortgage payment.

¶ 9 Although Ms. Mour testified that she liked living in the addition, that she and the Hartys did not argue much, and that she thought their relationship was "fine," on September 16, 2011, she and Ms. Harty had "a very loud and ferocious argument" that resulted in Ms. Mour leaving to stay overnight at a motel. According to Ms. Mour, Ms. Harty sent her several text messages that night informing her "[t]hat Bill had decided that [Ms. Mour and Ms. Harty] would either have to go to counseling or [the Hartys] would give [Ms. Mour] the equity in [her] home and [she] could leave." Ms. Mour responded, stating that she would take the equity. She explained that, in the past, she had invited her daughter to come to counseling with her but Ms. Harty "didn't really seem interested in it."

¶ 10 When Ms. Mour was asked what she understood "equity" to mean, she stated:

"A. A money situation, a money settlement.

Q. Okay, and why would they be giving you money?

A. Because I paid for the home.

Q. And—

A. And they wanted me to leave, I'm sure."

¶ 11 Ms. Mour testified that she returned to the Hartys' home the next day and began packing to move to California. The next time the parties discussed the situation was on September 24, 2011, when the Hartys presented Ms. Mour with the following written payment schedule calling for her to be paid a total of $50,000:

"Payment Schedule

We (Bill and Toni Harty) agree to pay Linda Mour the amount of $50,000[.]

The payment schedule will be as follows:

-$25,000 in October of 2011

-$5000 a year starting in 2014 and finishing in 2018. The dates of these yearly payments will be determined by Bill and Toni Harty."

Although she did not know how the $50,000 sum was arrived at, Ms. Mour said she thought it was "a fair amount."

¶ 12 Ms. Mour stated that she believed the parties had entered into a binding contract:

"Q. Okay, and what was the next conversation you had with Toni and Bill about payment?

A. That was the contract between the three of us—

Q. And—

A. —for payment.

Q. —can you describe what you mean by contract?

A. It was, it was a—what was the word that was used—I don't know—oh, something for payment, it was just to schedule a payment, that's what it was; and it was for the $25,000 in October and then the 5,000 from 2014 to 2018."

¶ 13 Although Ms. Mour was concerned that the payment schedule did not include specific due dates for the annual payments that would be made from 2014 to 2018, she believed that if she talked with the Hartys that issue "would be cleared up." Ms. Mour testified that she approached Bill several days later to discuss this but he told her he had to go to work, and, when she tried once more to raise the matter with the Hartys, they would not speak to her. Ms. Mour denied ever asking the Hartys for any sum greater than the $50,000 the parties had agreed to.

¶ 14 Ms. Mour testified that she was planning on using the first payment of $25,000 to move back to California. Instead, on October 4, 2011, without notice and with only 15 minutes to gather her belongings, she was escorted from the Hartys' home by three police officers pursuant to an order of protection. Having nowhere to go, for the next 12 to 13 days Ms. Mour slept at a friend's house or in her car and sought assistance at "a place that helps homeless people."

¶ 15 When asked if she would have spent $100,000 on the addition to the Hartys' home if she knew that she would only live there for five years, Ms. Mour responded "[a]bsolutely not."

¶ 16 On cross-examination, Ms. Mour acknowledged that she had no means of support and few options following the deaths of her parents. She agreed that she was excluded from her parents' will because she had a drug problem in the past and her mother did not trust her to handle money. Ms. Mour further acknowledged that she had once been convicted of check fraud,

although she served no prison time for that offense. On re-direct examination, she testified that she was in a drug treatment program for over two years, had been "clean" since 1997, and had had no further trouble with the law following her conviction for check fraud.

¶ 17 Toni Harty then testified. Ms. Harty explained that she and her mother had never been close. At the time of the car crash that killed her grandparents, Ms. Harty spoke with Ms. Mour only three or four times per year, usually when Ms. Harty telephoned her grandparents. Although she had no firsthand knowledge, Ms. Harty believed that her mother suffered from mental health problems. Ms. Harty testified that, following her grandparents' deaths, she invited her mother to move to Illinois to live with her and her husband because she knew her grandparents' home would be sold, and she did not know that her mother might receive a payment in connection with the insurance claim until sometime in 2004, when Ms. Mour was already living with the Hartys in their finished basement.

¶ 18 It was at this point that the Hartys approached Ms. Mour about building an addition to their home for her to live in. According to Ms. Harty, Ms. Mour agreed to this plan and to share the cost of construction. Although she at first denied that Ms. Mour ever offered a specific dollar amount, Ms. Harty later agreed that Ms. Mour "may have" offered to contribute $100,000. Ms. Harty denied asking her mother to write checks for the construction as it progressed. She agreed that her mother contributed to the addition because she intended to live in it, and not as a gift to the Hartys. Ms. Harty could provide no estimate as to how much her mother ultimately contributed to the addition. She also stated that the parties "didn't make any plans one way or the other" regarding how long Ms. Mour would live in the addition.

¶ 19 Ms. Harty confirmed that she and Ms. Mour had an argument on September 16, 2011. She explained that the two "were kind of yelling and swearing at each other" when Ms. Mour

grabbed Ms. Harty's collar. Ms. Harty said "[d]on't touch me," and Ms. Mour left the house. Ms. Harty testified that she called Ms. Mour's counseling center and was instructed to call the police because her mother "was not taking her medicine, I believe, something to that effect." Ms. Harty called the police, but declined their offer to "take [Ms. Mour] away for 72 hours" for "[m]ental illness." Ms. Harty testified that, in the text messages she exchanged with Ms. Mour that evening, she expressed her belief that the parties could no longer live together as they had been doing and suggested that Ms. Mour needed to "either take [her] medicine or [she] should probably go," and Ms. Mour stated that she would move to California.

¶ 20 According to Ms. Harty, the subject of money did not come up until about a week later, when Ms. Mour was already packing her belongings. Ms. Harty denied offering to pay for Ms. Mour's "equity" in the home, stating on several occasions that the parties' understanding was instead that Ms. Mour was being paid to leave the Hartys' home:

> "Q. And in your text messages that night you also said that you and Bill would pay her for the, quote, the equity that she had put into building the addition?
>
> A. No, I did not.
>
> Q. You didn't say that?
>
> A. Huh-uh.
>
> Q. You didn't say anything like that?
>
> A. Nope.
>
> Q. She agreed to accept money from you in exchange for moving out of the house; isn't that true?
>
> A. Yes.

* * *

Q. And you would be paying her basically to give up the portion of the home that she had contributed to the building of?

A. We were paying her to go.

* * *

Q. When did you first suggest giving her money to move out?

A. Maybe, maybe a week after our altercation.

* * *

Q. Okay. And you agreed to give her that much money because she was no longer going to be using the room addition that she had paid for; is that correct?

A. We wanted her to go to California, yes."

However, Ms. Harty did not believe the parties entered into a binding contract, stating: "it's not like we had a lawyer write it up."

¶ 21 At one point Ms. Harty also characterized the $50,000 as "[p]artially" a gift, stating that "more than anything," the reason she and her husband offered to pay Ms. Mour was because they were concerned that she might not have sufficient funds to move to and establish herself in California. Ms. Harty agreed, however, that $50,000 was "a lot more money than it would just take to move to California" and acknowledged that she had never given such a large gift to anyone before.

¶ 22 According to Ms. Harty, it was Ms. Mour's idea to put the payment schedule in writing. Ms. Harty acknowledged that none of the payments set forth in the schedule were ever made to Ms. Mour. Ms. Harty further testified that, although it was the parties' understanding that Ms.

Mour would move out by the end of October, when Ms. Harty learned, through her husband, that Ms. Mour "wanted $120,000 or she was going to get a lawyer," she took steps to obtain an emergency order of protection and have Ms. Mour removed from the Hartys' home. Ms. Harty agreed, however, that Ms. Mour never told the Hartys that she would not move out unless she received more than the agreed-upon $50,000.

¶ 23 At the close of Ms. Mour's case, the circuit court granted judgment in favor of the Hartys on Ms. Mour's claims for promissory estoppel and unjust enrichment, finding Ms. Mour had presented insufficient evidence to support those claims. The defense then presented testimony relating to the remaining claim for breach of contract.

¶ 24 Ms. Harty again testified, stating that she "d[id]n't really remember" how the parties agreed on the payment schedule. When asked what the Hartys' intent was in offering those payments, she stated: "Well we were hoping that it would help her with the move and to start a new life to go to California." According to Ms. Harty, in the week after Ms. Mour indicated that she was going to hire a lawyer, "her behavior became a little erratic," she "was in and out of the house at all hours of the night," and the Hartys "didn't really know what to expect." Ms. Harty acknowledged on cross-examination, however, that there were no incidents of violence or threats during this time and the Hartys never asked Ms. Mour to move out sooner than the end of October, as the parties had previously agreed that she would. The Hartys nevertheless obtained an emergency order of protection and had Ms. Mour removed from their home on October 4, 2011.

¶ 25 Mr. Harty then took the stand. He testified that "[t]he creation of the payment schedule was [Ms. Mour]'s idea, based on an agreement [the parties] had verbally." According to Mr. Harty, "[t]he verbal agreement was to get, based on her moving out, we would give her $25,000

and then $5,000 the subsequent years, adding to a total of $50,000 overall." Although Mr. Harty testified that the payments were meant to "help [Ms. Mour] out" with living expenses, he agreed that the Hartys "wanted [Ms. Mour] out of the house." Mr. Harty also agreed that $50,000 was more than someone would need to relocate to a new place. He stated that another motivation for making those payments was "[f]or [Ms. Mour] to leave the house."

¶ 26 Ms. Mour was recalled and testified that it was the Hartys who presented the payment schedule to her, without explanation, and "they certainly didn't say it was a gift."

¶ 27 Following the parties' closing arguments, the circuit court entered judgment in favor of Ms. Mour on the breach of contract claim, explaining that it found Ms. Mour's testimony to be more credible than that offered by the Hartys:

> "[The court]: I find Miss Mour to be a credible witness. I find—I reject the contention by the defendants that this was a gratuitous act on their part to offer 50,000. I've yet to see a case where an act of gratuity has to be put in writing. It doesn't make any sense to put it in writing. If it's a gift, then you simply give the gift. *** [T]o put it in writing, I think reflects the seriousness of the agreement that the parties reached."

¶ 28 The court made the following findings in its final order:

> "1. Plaintiff's testimony was credible.
>
> 2. The exchange of text messages testified to by the Plaintiff between herself and Defendant Toni Harty linked the departure of the Plaintiff from the home in exchange for a payment of $50,000, which compromised [*sic*] the contributions Plaintiff made for the construction of the addition to Defendants' home, which Defendants offered and Plaintiff accepted; and

> 3. The document signed by the parties, titled "Payment Schedule" is a binding agreement reflecting Defendants' indebtedness to Plaintiff in the amount of $50,000[.]"

The court also noted that it rejected the Hartys' affirmative defense that the parties' agreement violated the Frauds Act.

¶ 29 The circuit court denied the Hartys' posttrial motion, and this appeal followed.

¶ 30 JURISDICTION

¶ 31 The circuit court entered its final judgment in this case on August 8, 2016, and the Hartys timely filed their notice of appeal on September 6, 2016. We therefore have jurisdiction pursuant to Illinois Supreme Court Rules 301 and 303 governing appeals from final judgments entered below. Ill. S. Ct. R. 301 (eff. Feb. 1, 1994); R. 303 (eff. Jan. 1, 2015).

¶ 32 ANALYSIS

¶ 33 On appeal, the Hartys urge us to reverse the circuit court's judgment in favor of Ms. Mour on her breach of contract claim, contending both that the claim was barred by section 2 of the Frauds Act and that the evidence was insufficient to support the court's finding that the Hartys offered $50,000 to Ms. Mour as part of an enforceable contract. We address each argument in turn.

¶ 34 A. Frauds Act

¶ 35 Section 2 of the Frauds Act provides that "[n]o action shall be brought to charge any person upon any contract for the sale of lands, tenements, or hereditaments or any interest in or concerning them, for a longer term than one year, unless such contract or some memorandum or note thereof shall be in writing, and signed by the party to be charged therewith." 740 ILCS 80/2 (West 2010). This court has held that the requisite written memorandum or note must "contain a

description of the property and the terms of sale, including price and manner of payment." *Hubble v. O'Connor*, 291 Ill. App. 3d 974, 983 (1997). The only writing in this case is the parties' payment schedule, which, although signed by Ms. Mour, contains no property description or reference to any consideration to be exchanged for the payments totaling $50,000. Ms. Mour does not contend that the payment schedule satisfies the requirements of the Frauds Act, but instead argues that the Act does not apply in the first instance.

¶ 36 Although the circuit court did not state its reasons for rejecting the Hartys' assertion of the Frauds Act as an affirmative defense, we agree with Ms. Mour that the court's ruling was proper, both because the evidence did not support a finding that the parties' agreement was for the transfer of an interest in real estate, and because the Hartys waived the defense by acknowledging the existence of the underlying contract at trial. The former involves a finding of fact based on the credibility of witnesses, reviewed by us under a manifest weight standard (*Eychaner v. Gross*, 202 Ill. 2d 228, 251 (2002)), the latter a legal determination of whether the undisputed testimony amounts to waiver of an affirmative defense, which we review *de novo* (*LAS, Inc. v. Mini-Tankers, USA, Inc.*, 342 Ill. App. 3d 997, 1001 (2003)).

¶ 37 Nothing in the evidence presented at trial indicated that Ms. Mour ever acquired an ownership interest in the Hartys' home. Although Ms. Mour testified that the Hartys offered to pay her for her "equity," she understood that the money was offered to her both to compensate her for her contributions to the property and to ensure that she would move out and return to California ("Because I paid for the home *** [a]nd they wanted me to leave, I'm sure."). Ms. Harty herself denied ever using the word "equity" and repeatedly confirmed that Ms. Mour was being paid to move out of the Hartys' home ("We were paying her to go."). On this record, a finding by the circuit court that the parties' agreement was not a contract for the sale of an

interest in real estate would not have been against the manifest weight of the evidence.

¶ 38 We reject the notion, advanced by the Hartys, that the allegations of Ms. Mour's complaint constitute a judicial admission that the parties' contract was for an interest in real estate. Specifically, the Hartys rely on Ms. Mour's allegation that, following the argument in September 2011, "the parties thereafter discussed Defendants' paying Ms. Mour for her equity interest in the Property in exchange for Ms. Mour moving out of the Property." Unlike the plaintiff in *Roti v. Roti*, 364 Ill. App. 3d 191, 200 (2006), a case relied on by the Hartys, Ms. Mour did not "unequivocally allege[ ]," as a "concrete fact within [her] knowledge" (internal quotation marks omitted) that the Hartys agreed to pay her for an interest in real estate.

¶ 39 Moreover, even if the parties' agreement could be construed as one for the sale of an interest in land, the Hartys waived their ability to assert the Frauds Act as an affirmative defense by admitting the existence of the underlying contract. "The purpose of the [Frauds Act] is not to enable contractors to repudiate contracts that they have in fact made; it is only to prevent the fraudulent enforcement of asserted contracts that were in fact not made." (Internal quotation marks omitted.) *Haas v. Cravatta*, 71 Ill. App. 3d 325, 328-29 (1979). The defense may thus "be waived by an acknowledgement of an agreement and the subject matter thereof." *R.J.N. Corp. v. Connelly Food Products, Inc.*, 175 Ill. App. 3d 655, 663 (1988). Although the Hartys at times asserted altruistic motives for paying Ms. Mour—*i.e.*, that it was "partially" a gift to help Ms. Mour move and re-establish herself in California—they also both testified that the agreement was reached to pay Ms. Mour to move out of their home. The Hartys' mistaken belief that that agreement was not enforceable because the parties did not have "a lawyer write it up," does not change this fact. Accordingly, even if the parties' agreement concerned the transfer of an interest in land, the circuit court's rejection of the Hartys' Frauds Act affirmative defense was proper.

The Hartys could only rely on the absence of a writing to deny the existence of a contract, not to justify their failure to perform under a contract they acknowledged entering into.

¶ 40 B. Sufficiency of the Evidence

¶ 41 Under "Issues Presented for Review," and in a subheading of their appellate brief, the Hartys contend that the circuit court abused its discretion by even considering Ms. Mour's uncorroborated testimony. But the Hartys have made no argument in support of reversal on this basis, and fail to cite any portion of the record in which they objected to the admissibility of Ms. Mour's testimony. Accordingly, they have forfeited this argument. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016) ("[p]oints not argued are waived"); *People v. Denson*, 2014 IL 116231, ¶ 23 (objections not made in the circuit court are not preserved for review).

¶ 42 The argument articulated by the Hartys in the body of their brief is quite different. There they contend that three of the circuit court's findings of fact—that Ms. Mour was a credible witness, that the exchange of text messages between Ms. Harty and Ms. Mour linked Ms. Mour's departure to the Hartys' promise to pay her $50,000, and that the payment schedule signed by the parties was a binding agreement—were against the manifest weight of the evidence. We have considered this argument on the merits and we disagree.

¶ 43 "It is axiomatic that a reviewing court may not reweigh the evidence or substitute its judgment for that of the trier of fact. Findings of fact are entitled to deference, and this is particularly true of credibility determinations." *Eychaner*, 202 Ill. 2d at 270. "Underlying this rule is the recognition that, especially where the testimony is contradictory, the trial judge as the trier of fact is in a position superior to a court of review to observe the conduct of the witnesses while testifying, to determine their credibility, and to weigh the evidence." (Internal quotation marks omitted.) *Greene v. City of Chicago*, 73 Ill. 2d 100, 110 (1978). Accordingly, we will

disturb a circuit court's findings only when they are against the manifest weight of the evidence, *i.e.*, "when an opposite conclusion is apparent or when [the] findings appear to be unreasonable, arbitrary, or not based on evidence." *Bazydlo v. Volant*, 164 Ill. 2d 207, 215 (1995).

¶ 44 The Hartys argue that the circuit court's finding that Ms. Mour was a credible witness "completely ignores the fact that [she] testified that she had previously been convicted of a felony for check fraud." However, a circuit court is presumed to have considered all of the relevant evidence *(People v. Williams*, 2013 IL App (1st) 111116, ¶ 102) and there is no indication in the record that the judge in this case disregarded Ms. Mour's testimony regarding her prior conviction. A prior conviction, moreover, does not disqualify a witness from testifying; it is merely one fact affecting the witness's credibility. 735 ILCS 5/8-101 (West 2010). The record reflects that Ms. Mour presented a straightforward, consistent account of what took place between her and the Hartys that was not inherently unreasonable and was in large part corroborated by the Hartys' own testimony.

¶ 45 The Hartys' account, conversely, wavered between assertions that the payments in question were offered to Ms. Mour in exchange for her leaving and their later attempts to characterize the payments as a gift. Ms. Harty's credibility may also have been affected by her inability to remember—even by way of a rough estimate—certain information that, under the circumstances, one might expect her to recall, such as the total cost of the addition built onto the Hartys' home and the portion of that paid by Ms. Mour. Where, as here, the evidence presented at trial included the parties' conflicting testimony, we will not substitute our judgment for that of the circuit court judge, who was in a better position to observe the witnesses' demeanors and assess their relative credibility. *Greene*, 73 Ill. 2d at 110.

¶ 46 We likewise reject the Hartys' assertion that the circuit court's finding that Ms. Mour's

uncorroborated testimony about the text messages she and Ms. Harty exchanged on September 16, 2011, was insufficient to link the payment of $50,000 to Ms. Mour moving out of the Hartys' home. As an initial matter, we reject the Hartys' attempt, on appeal, to assert an unpreserved hearsay objection to argue that Ms. Mour's testimony regarding the text messages she received was inherently unreliable. See *Guski v. Raja*, 409 Ill. App. 3d 686, 695 (2011) (failure to make contemporaneous evidentiary objections results in forfeiture). And we must reiterate that it is the role of the trier of fact to weigh conflicting testimony. Not only is there no rule that a witness's testimony must be corroborated to be believed, but Ms. Mour's account was in large part corroborated *by the Hartys' own testimony*. Mr. Harty, for example, acknowledged that at least one motivation for the payments was "[f]or [Ms. Mour] to leave the house" and stated that the parties' verbal agreement was "based on [Ms. Mour] moving out." And Ms. Harty plainly stated that they "were paying her to go."

¶ 47 Finally, the Hartys argue that the circuit court's finding that "[t]he document signed by the parties, titled 'Payment Schedule' is a binding agreement reflecting Defendants' indebtedness to Plaintiff in the amount of $50,000" is against the manifest weight of the evidence because that document neither sets out an offer and acceptance nor states the consideration to be given by Ms. Mour in exchange for the Hartys' payments. We do not read the court's statement that the payment schedule "is a binding agreement" to mean that the payment schedule, standing alone, constitutes the entirety of the parties' contract. The court was simply explaining that the payment schedule reflected that the payments were part of a binding agreement and not a gift. Ms. Mour's testimony, which the court found persuasive, was that the agreement itself was made orally or by text message before the payment schedule was drawn up and signed. Having concluded that the Frauds Act does not bar Ms. Mour's claim, there is no reason that the parties' contract needed to

be in writing. It is well-established that oral contracts are enforceable in Illinois "so long as there is an offer, an acceptance, and a meeting of the minds as to the terms of the agreement." *Bruzas v. Richardson*, 408 Ill. App. 3d 98, 105 (2011). The circuit court's finding that the elements of a binding contract were established by the evidence presented in this case was not "unreasonable, arbitrary, or not based on the evidence." *Id.*

¶ 48 Whatever else may have happened between the parties from the time that Ms. Mour moved to Illinois until the time that she moved back to California, and regardless of what the parties' initial understanding was regarding their living arrangement, sufficient evidence was presented at trial that the Hartys agreed to pay Ms. Mour $50,000 to move out of their house and that they wholly failed to honor that promise. Accordingly, the circuit court's findings of fact and its judgment in favor of Ms. Mour on her claim for breach of contract were not against the manifest weight of the evidence.

¶ 49 CONCLUSION

¶ 50 For the foregoing reasons, we affirm the judgment of the circuit court.

¶ 51 Affirmed.