NOTICE
Decision filed 11/17/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 260161-U

NO. 5-26-0161

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

NOTICE
This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

ANTHONY IRIZARRY TORRES,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Fayette County.
	)	
v.	)	No. 22-LM-2
	)	
BRENT HORNER,	)	Honorable
	)	Joshua C. Morrison,
Defendant-Appellant.	)	Judge, presiding.

PRESIDING JUSTICE CATES delivered the judgment of the court.
Justices Barberis and Boie concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court's judgment was not against the manifest weight of the evidence.

¶ 2 The appellant, Brent Horner, appeals the circuit court's finding that the appellee, Anthony Torres, met his burden to establish that a valid and enforceable contract existed between the parties for each of 43 transactions. The appellant further contends that the circuit court's ruling was against the manifest weight of the evidence. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 Brent and Anthony were in a romantic relationship that began in February 2019 and ended in October 2020. During the course of their relationship, several transfers of money were made from Anthony to Brent, and there were several purchases made by Anthony that he alleged

were on Brent's behalf. The parties also purchased a share in a lake lot during their relationship.

¶ 5 After the relationship ended, Anthony alleged that he asked Brent to pay back all of the money that Anthony had loaned Brent throughout their relationship. Anthony indicated to Brent via email that the original total amount owed was $38,948. Following verbal conversations, Brent began paying Anthony $250 every two weeks. The first payment was made on April 1, 2021. Brent made payments over the span of four months totaling $2,000. The last payment from Brent to Anthony was on July 18, 2021. After Brent ceased making the payments, Anthony asked Brent why payments had stopped. Eventually, Anthony emailed Brent with an itemized list which indicated the total amount of outstanding debt Anthony claimed was owed by Brent. When there was no response from Brent, Anthony sent a demand letter. Brent again failed to respond, so Anthony initiated this litigation.

¶ 6 On April 3, 2024, Anthony filed a complaint that was subsequently amended which alleged breach of contract (count I), unjust enrichment (count II), and in the alternative, account stated (count III). In the first amended complaint, Anthony alleged that Brent was indebted to Anthony for an amount exceeding $34,000. Anthony further alleged that he loaned Brent money with the understanding and promise by Brent that Anthony would be repaid. On February 19, 2021, Anthony emailed Brent requesting repayment of the loan. Following that email, the complaint alleged that Anthony and Brent verbally agreed to a repayment plan wherein Brent would make a bi-weekly payment in the amount of $250.

¶ 7 On July 16, 2021, Anthony emailed Brent an itemized list with a breakdown of Brent's outstanding debt. Brent made payments for approximately four months and subsequently ceased making payments. Anthony sent Brent an email regarding the payment plan, notifying Brent that

he had not received any payment since July 18, 2021. Anthony sent a demand letter on November 30, 2021, that included an itemized list for the outstanding debt that Anthony claimed was still owed from Brent. Finally, according to the allegations in the amended complaint, Brent failed to respond or repay Anthony the outstanding debt that he was owed.

¶ 8 Following his answer, Brent filed an amended answer denying the allegations made in the first amended complaint. Specifically, Brent alleged that he only verbally agreed to repay Anthony $250 "every two weeks for his one-half of the boat and his share of the lake lot."

¶ 9 On October 28, 2024, the circuit court convened a bench trial. During trial, Anthony testified that he repeatedly lent Brent money during the course of their relationship. Anthony frequently sent Brent money through bank transfers and Venmo. Brent also used Anthony's credit card. Further, Anthony stated that he loaned Brent money with an expectation that Anthony was going to be repaid, whenever Brent got into a "better financial situation." In support of Anthony's claim that he was owed repayment for 43 transactions, Anthony introduced into evidence several text message chains, email threads, and financial statements as plaintiff's exhibits.

¶ 10 In his defense, Brent testified that he had never "borrowed" money from Anthony during their romantic relationship. Brent stated that he did not have any conversations with Anthony about paying him back any of the money that Brent received until the relationship ended. According to Brent, Anthony told him, "I will always take care of you, so don't be so self-conscious about not earning as much; eventually you'll earn more, you're going to be in a good place someday." Brent and Anthony spoke following their separation about Brent buying Anthony "out of the lake lot and the boat." Brent stated that he was paying $250 every two weeks for his share that was owed on the lake lot and boat. Brent received an itemized list that he disagreed with, so he stopped making payments. Brent reiterated throughout his testimony that Anthony was frequently giving him

money because Anthony often said, "we were building a life together, we were a couple, and he wanted me to have a good life and nice things." During his testimony, Brent did admit that there were several instances, as reflected in the exhibits he was shown, where Anthony texted and emailed Brent that his outstanding debt was "36, 35, $34,000." Brent agreed that this amount was "substantially different" than the $8,000 that he believed he owed Anthony for the lake lot and boat.

¶ 11 Following the close of evidence and arguments, the circuit court found that there were 43 transactions from Anthony to Brent and that each of these transactions was a valid and enforceable contract. The circuit court found that there was an offer, acceptance, and consideration for each transaction. Ultimately, the circuit court found that Brent was liable and entered judgment in favor of Anthony. This appeal followed.

¶ 12 II. ANALYSIS

¶ 13 On appeal, Brent alleges that the circuit court's finding that Anthony met his burden to establish a valid and enforceable contract for each of the 43 transactions was against the manifest weight of the evidence. Brent requests that this court reverse the circuit court's finding that a valid and enforceable contract existed between the parties as to all 43 transactions. Finally, Brent claims that he only owes Anthony $1,334 for the remaining amount due on the lake lot.

¶ 14 Under the common law, the basic ingredients of a contract are an offer, acceptance, and consideration. *Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 151 (2006). Generally, the law "does not presume a gift if someone transfers property to a friend, even a close friend." *Barnes v. Michalski*, 399 Ill. App. 3d 254, 269 (2010). Regarding repayment, "[i]f someone writes a friend a check, the law presumes the check is not a gift but the payment of an antecedent debt." *Barnes*, 399 Ill. App. 3d at 269. However, a claim that the transferred money was a gift rebuts the

presumption that the check was for an antecedent debt. *Barnes*, 399 Ill. App. 3d at 269. Therefore, "[t]he presumption next in line, after payment of an antecedent debt, is the making of a loan." *Barnes*, 399 Ill. App. 3d at 269. "When a person writes a check to a payee who is neither the spouse nor a relative of that person, rather than presume that the check was a gift—which must be proved by clear and convincing evidence—the law will presume that the parties engaged in a contractual transaction: the law will presume that the check was in payment of a debt, or, if that presumption is rebutted, the law will presume the check was a loan." *Barnes*, 399 Ill. App. 3d at 270. Simply stated, where one person gives money to another who is not related or a spouse then a presumption arises that the money was for repayment of a debt. If this presumption is rebutted by a claim that the money was a gift, then the presumption arises that the money was a loan.

¶ 15 The standard of review following the judgment of the circuit court after a bench trial is whether the judgment was against the manifest weight of the evidence. *Chicago's Pizza, Inc. v. Chicago's Pizza Franchise Ltd. USA*, 384 Ill. App. 3d 849, 859 (2008). A judgment is against the manifest weight of the evidence when the opposite conclusion is apparent or when the findings are unreasonable, arbitrary, or not based on the evidence. *Chicago's Pizza, Inc.*, 384 Ill. App. 3d at 859. "We will not disturb a trial court's judgment as long as there is evidence to support the judgment." *Northwestern Memorial Hospital v. Sharif*, 2014 IL App (1st) 133008, ¶ 25.

¶ 16 In the instant case, Anthony introduced evidence of 43 transactions, wherein Brent received money or its equivalent. There was no written agreement that memorialized the terms for each of the individual transactions. Under the common law, however, where there is an offer of money, and an acceptance by an individual who is not a spouse or otherwise related, the presumption arises that the money was for the repayment of a debt. Here, Brent acknowledges that he received the money or its equivalent in each of the 43 transactions and that the money was not for the repayment

of a debt. Therefore, under the common law, there was a valid contract and a presumption arose that the money received was for a loan.

¶ 17 Having determined that there was a valid contract for each transaction, the remaining question is whether Brent rebutted the presumption that the money tendered was a loan. Brent began making repayment of $250 every two weeks after Anthony had informed Brent of the total amount owed, which was approximately $36,000. The circuit court found that Brent did not rebut the presumption by clear and convincing evidence that the money was instead a gift and not a loan. Therefore, we agree with the circuit court that Anthony is entitled to the outstanding balance, as determined by the circuit court regarding each of the 43 contractual transactions between the parties. Therefore, we find that the judgment of the circuit court did not go against the manifest weight of the evidence.

¶ 18 III. CONCLUSION

¶ 19 The judgment of the circuit court is affirmed.

¶ 20 Affirmed.