

No. 1-11-0872

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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CHRIS SPINA,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County
v.	)	
	)	No. 06 L 1024
ABDUL ALI,	)	
	)	
Defendant-Appellant.	)	Honorable
	)	Barbara A. McDonald
	)	Judge Presiding.
	)	

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JUSTICE SIMON delivered the judgment of the court.  
Harris, P.J., and Quinn, J., concurred in the judgment.

**ORDER**

- ¶ 1 *HELD:* As defendant has not included a report of the trial proceedings or an acceptable substitute in the appellate record, we presume that the circuit court's finding that the parties entered into an enforceable contract for the sale of property was supported by the evidence at trial and was not against the manifest weight of the evidence.
- ¶ 2 Defendant, Abdul Ali, appeals from an order of the circuit court of Cook County entering a judgment of \$54,883.05 against defendant and in favor of plaintiff, Chris Spina. On appeal,

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defendant contends that the court erred by finding that a valid and enforceable contract for the sale of property existed between the parties. Although plaintiff has not filed a brief in response to defendant's appeal, we may proceed under the principles set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 3

### BACKGROUND

¶ 4 Plaintiff filed a complaint against defendant alleging that defendant breached a contract for the sale of property arising from defendant's August 4, 2005, offer to purchase the property or, in the alternative, that defendant breached a contract for the sale of that same property arising from defendant's July 14, 2005, offer to purchase. Following a bench trial, the court entered a written order in favor of plaintiff and against defendant for \$54,883.05 in damages. The court stated that it found by a preponderance of the evidence that the parties entered into a contract for the sale of the property and that while the evidence regarding the time at which defendant was advised that his offer had been accepted was unclear, there was circumstantial evidence showing that defendant likely received such notification well in advance of the withdrawal of his offer. Defendant now appeals from this order.

¶ 5

### ANALYSIS

¶ 6 To establish a claim for breach of contract, the plaintiff must prove the existence of a contract, the performance of the contract's conditions by the plaintiff, a breach by the defendant, and damages as a result of the breach. *Kopley Group V., L.P. v. Sheridan Edgewater Properties, Ltd.*, 376 Ill. App. 3d 1006, 1014 (2007). In an appeal from a bench trial, we will not disturb the circuit court's judgment unless it is against the manifest weight of the evidence. *Chicago's Pizza,*

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*Inc. v. Chicago's Pizza Franchise Ltd. USA*, 384 Ill. App. 3d 849, 859 (2008).

¶ 7 We initially note that the record on appeal does not contain a report of trial proceedings or an acceptable substitute, such as a bystander's report or an agreed statement of facts (see Ill. S. Ct. R. 323(b), (c) (eff. Dec. 13, 2005)). Defendant, as the appellant, was required to present a sufficiently complete record, and we will presume the circuit court's holding had a sufficient factual basis and conformed with the law where the record is inadequate. *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156-57 (2005). "An issue relating to a circuit court's factual findings and basis for its legal conclusions obviously cannot be reviewed absent a report or record of the proceeding." *Id.* at 156.

¶ 8 Defendant contends that the circuit court erred by finding that an enforceable contract existed between the parties because that finding was not based on any evidence and the alleged acceptance of defendant's offer by plaintiff's associate constituted a counteroffer, rather than an acceptance. However, without a report of trial proceedings, this court cannot determine whether the evidence presented at trial established the existence of an enforceable contract between the parties or whether the circuit court's judgment was against the manifest weight of the evidence. As such, we cannot review the circuit court's findings of fact or the legal conclusions arising therefrom and must presume that the court's ruling had a sufficient factual basis and conformed with the law.

¶ 9 CONCLUSION

¶ 10 Accordingly, we affirm the judgment of the circuit court of Cook County.

¶ 11 Affirmed.