

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

KYLE HADLEY,

Plaintiff(s),

v.

BRANDON MCGIVERN,

Defendant(s).

Case No: 2025CH05527

Calendar 7

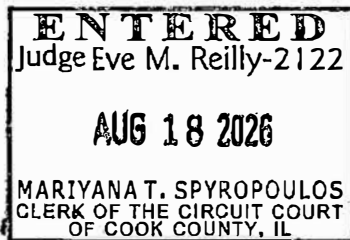
ORDER

THIS MATTER coming before the Court on Defendant's Motion for Summary Judgment on Plaintiff's Remaining Claims, and Defendant's Amended Memorandum in Support of Prove-Up on Counterclaims, the Court being fully advised on the matter. It is hereby ordered:

1. As an initial matter, the Court notes that many factual issues have been resolved in this case by the Plaintiff's admissions as well as the Court entering default on the counterclaims. On September 29, 2025, Plaintiff's counsel admitted in open court that he did not respond to the Defendant's request to admit facts and, instead, fabricated his own. Plaintiff's counsel fabricated a new set of requests to admit from the Defendant and then answered the ones he drafted. As a sanction for the fabrication, the Court granted the Defendant's Motion to Deem Facts admitted. Subsequently, on December 22, 2025, the Court granted a default against the Plaintiff for failure to timely respond to the counterclaims. The Plaintiff did not move to vacate that default. Despite the Court's ruling, the Plaintiff responds to the Motion for Summary Judgment as if none of this ever occurred and claims that there are factual disputes that do not actually exist.
2. In Count I of the complaint, the Plaintiff alleges a breach of contract for an oral contract to purchase real estate. Summary Judgment on Count I of the complaint is granted in favor of the Defendant. As the Court deemed the Defendants request to admit facts admitted, the Plaintiff has admitted to repudiating the contract to purchase the Defendant's property and, therefore, he cannot prevail on that claim.
3. In Count II of the complaint, the Plaintiff seeks \$30,000 for mortgage obligations and \$9,000 for property improvements. However, based on the default order that was entered on the counterclaims and the requests to admit, the Plaintiff has acknowledged that any property improvements were unauthorized and that working appliances were discarded. As such, he is not entitled to recover \$9,000 of unauthorized property improvements. Further, the court finds that the doctrine of unclean hands affirmative defense bars him from recovering anything. He is not entitled to \$30,000 for mortgage obligations as he has been living at Defendant's residence for below market rent and has been collecting rent from third parties. According to the facts deemed admitted, the Plaintiff repudiated the contract as early as October 9, 2024 and certainly by February 14, 2025. However, despite acknowledging he was not going to purchase the Defendant's property, he did not move-out and the Defendant had to file an eviction action against him. The Defendant still did not move out but instead filed this lawsuit despite acknowledging that he would not

purchase the property. He then remained in the Defendant's property charging third parties rent and keeping the rent money for himself. For these reasons, the Court finds the doctrine of unclean hands defense prevails and Summary Judgment on Count II is granted in favor of the Defendant.

4. This Court entered default in the Defendant's favor on the counterclaims. Plaintiff never moved to vacate that default. Due to the default and the admissions by the Plaintiff that he collected rent on the property while paying under market value rent to the Defendant, the Defendant is entitled to judgment on the Counterclaims that he has proven-up.
5. The Defendant has proven he is entitled to \$1,195 on Count I of the Counterclaim for the out-of-pocket costs for water damage. The Defendant has proven he is entitled to \$17,450 in rent paid to the Plaintiff from third parties on Count II. The Defendant has proven he is entitled to \$23,580 on Count II for rent payments as Plaintiff did not pay fair market value of rent. The Defendant has not proven the fair market value of the discarded appliances in Count III and, therefore, has not proven up damages on this count. The Defendant has not proven what Illinois law would entitle him to \$166.67 per day in holdover damages and, therefore, has not proven his damages on Count IV. The Defendant is not an attorney and has not proven he is entitled to damages in form of attorney's fees on Count V. However, the court awards \$1,300 in costs on Count V.
6. Judgment is entered for Defendant in the amount of \$43,525 and this matter is disposed.



Entered:

A handwritten signature in black ink, appearing to be "Eve M. Reilly", written over a horizontal line.

Judge Eve M. Reilly

Judge Eve M. Reilly
(312) 603-3342
ccc.chancerycalendar7@cookcountyil.gov
Courtroom 2405