

**STATE OF WEST VIRGINIA
SUPREME COURT OF APPEALS**

C. CASEY FORBES, CLERK
SUPREME COURT OF APPEALS
OF WEST VIRGINIA

**Paul T. Chastain Jr.,
Petitioner Below, Petitioner**

v.) No. 24-429 (23-ICA-350)

**Bethlehem Farm, Inc. and Eric Fitts,
Respondents Below, Respondents**

MEMORANDUM DECISION

Petitioner Paul T. Chastain Jr. appeals the decision of the Intermediate Court of Appeals of West Virginia (“ICA”), affirming the July 6, 2023, order of the Circuit Court of Summers County that granted the respondents’ motion to dismiss his complaint.¹ *See Chastain v. Bethlehem Farm, Inc.*, No. 23-ICA-350, 2024 WL 3251827 (W. Va. Ct. App. July 1, 2024) (memorandum decision). The circuit court found that the petitioner failed to allege that he provided consideration for the contract in his breach of contract claim and therefore both his claims failed. The ICA agreed. Here, the petitioner argues that the lower courts erred in concluding the written contract lacked consideration because both parties were bound by mutual obligations and that it was error to refuse to grant an accounting in this matter. Upon our review, we determine that oral argument is unnecessary and that this case satisfies the “limited circumstances” requirement of Rule 21(d) of the Rules of Appellate Procedure for reversal in a memorandum decision rather than an opinion.

Mr. Chastain applied for assistance from Respondent Bethlehem Farm, Inc., to renovate his home and make it more handicapped accessible. Respondent Bethlehem Farm, Inc., is a charitable organization that utilizes volunteers and donations to help low-income individuals with home improvements. At the relevant time, Respondent Eric Fitts operated Bethlehem Farm, Inc. (collectively “Bethlehem Farm”). Bethlehem Farm approved Mr. Chastain’s application, and the parties executed an agreement titled “Contract Form” on May 11, 2022, describing the work to be done and setting forth certain terms and conditions (the “agreement”). Specifically, the agreement provided that Bethlehem Farm would demolish and rebuild Mr. Chastain’s home, provided an estimated cost, and stated that Mr. Chastain’s costs, if any, were capped at \$70,000 payable on a monthly basis as a no-interest loan. There was no specified monthly payment in the agreement, and it is undisputed that no money was exchanged between the parties. Among other terms, the agreement required Mr. Chastain to keep the volunteer environment “free of illegal drug use, alcohol use, and free of abuse or harassment.” As part of the agreement, Mr. Chastain also granted permission for Bethlehem Farm to take and use photos and videos of the project. Further, Mr. Chastain agreed to indemnify Bethlehem Farm and its volunteers from “any and all risk to

¹ The petitioner is represented by counsel Paul S. Detch. The respondents are represented by counsel Lindsey M. Saad, Paige K. Vagnetti, and Esha S. Simon.

COVID-19.” According to the complaint, Bethlehem Farm ultimately refused to complete the project.

Mr. Chastain filed a complaint alleging breach of contract by refusing to complete the project and seeking an accounting of “all monies, resources[,] and assets” raised on his behalf and a “full explanation of why those items were not surrendered” to him as an intended beneficiary of the donated goods. Bethlehem Farm filed a motion to dismiss, affirmative defenses, and answer, verified by Respondent Eric Fitts, and attached the agreement as an exhibit.² The respondents argued the complaint failed to state a claim for relief because of Bethlehem Farm’s status as a charitable organization and contended that any remedy against it was limited to damages to the property or repayment of any no-interest loan to Mr. Chastain. Further, Bethlehem Farm argued that Mr. Chastain failed to allege that he provided any meaningful consideration to support the alleged contract and that he was estopped from filing the lawsuit because, if there was a contract, it failed because he breached the terms.³ Mr. Chastain responded, asserting that the parties had a factual dispute to be determined by a jury and provided an affidavit that referenced the agreement and denied the factual allegations related to his claimed breach of the agreement. The circuit court granted the respondents’ motion to dismiss after a hearing, in an order entered on July 6, 2023. The court found that the petitioner failed to allege he provided consideration for the agreement.

The petitioner appealed to the ICA, arguing that the circuit court erred in dismissing his claims for failure to plead consideration for the parties’ agreement because both parties were bound by their mutual obligations. The ICA concluded that neither the complaint nor the agreement demonstrated consideration and that the relationship between the parties “was simply a promise of a gift.” *Chastain*, 2024 WL 3251827, at *3. Next, the petitioner argued that the circuit court erred by failing to grant him an accounting of the donations and gifts received by Bethlehem Farm related to the improvement of his property. The ICA concluded that because there was no agreement between the parties, the petitioner was not entitled to an accounting. Accordingly, the ICA affirmed the circuit court’s order. Judge Scarr disagreed and dissented from the ICA’s memorandum decision. In his dissent, Judge Scarr discussed a potential dispute over whether monetary consideration was contemplated in the agreement and recognized other forms of valuable consideration, such as forbearance from illegal drug use, alcohol use, abuse or harassment during the project and granting permission for photos and videos of the project to be used by Bethlehem Farm for various purposes. *Id.* at *4-5 (Scarr, J., dissenting). Accordingly, Judge Scarr concluded that it was premature and inappropriate to dismiss the case based on the complaint allegations

² The ICA concluded that it was appropriate to consider the agreement in considering the motion to dismiss without converting it to a summary judgment motion because it was explicitly referenced in the complaint, is integral to the allegations, and there is no question regarding the authenticity of the document. *Chastain*, 2024 WL 3251827, at *1 n.2 (discussing and applying the requirements for consideration of a document outside the pleadings when evaluating a motion to dismiss set out in Syllabus Point 6 of *Mountaineer Fire & Rescue Equipment, LLC v. City National Bank of West Virginia*, 244 W. Va. 508, 854 S.E.2d 870 (2020)). We agree.

³ Neither lower court reached the estoppel argument in their decision, and that issue was not argued by any party on appeal. Therefore, this decision does not address the claimed estoppel or breach of contract by Mr. Chastain.

under West Virginia Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief may be granted. *Id.* at *5 (Scarr, J., dissenting). Mr. Chastain appeals.

On appeal to this Court, Mr. Chastain raises the same assignments of error and makes the same arguments that he made before the ICA: that the circuit court erred in dismissing his breach of contract claim because consideration existed to support the agreement and that an accounting of donations and gifts collected by Bethlehem Farm for the renovation of his home was appropriate. We apply a de novo standard of review to an ICA decision from a circuit court's grant of a motion to dismiss. Syl. Pt. 1, *Folse v. Rollyson*, 251 W. Va. 566, 915 S.E.2d 344 (2025) ("In reviewing an Intermediate Court of Appeals' decision from a circuit court's grant of a motion to dismiss, this Court applies a de novo standard of review."). A motion to dismiss under West Virginia Rule of Civil Procedure 12(b)(6) tests the formal sufficiency of the complaint, and, in that limited evaluation, the complaint allegations are taken as true and construed in the light most favorable to the plaintiff. *John W. Lodge Distrib. Co, Inc. v. Texaco, Inc.*, 161 W. Va. 603, 604-05, 245 S.E.2d 157, 158 (1978).

A breach of contract claim under West Virginia law "requires proof of the formation of a contract, a breach of the terms of that contract, and resulting damages." *Sneberger v. Morrison*, 235 W. Va. 654, 669, 776 S.E.2d 156, 171 (2015) (internal citations omitted). Among the fundamental elements for formation of a contract is consideration. *See* Syl. Pt. 3, *Dan Ryan Builders, Inc. v. Nelson*, 230 W. Va. 281, 737 S.E.2d 550 (2012) ("The fundamentals of a legal contract are competent parties, legal subject matter, valuable consideration and mutual assent. There can be no contract if there is one of these essential elements upon which the minds of the parties are not in agreement." Syllabus Point 5, *Virginian Export Coal Co. v. Rowland Land Co.*, 100 W.Va. 559, 131 S.E. 253 (1926)."). It is well settled that valuable consideration "may consist either in some right, interest, profit, or benefit accruing to the one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other." Syl. Pt. 2, in part, *Tabler v. Hoult*, 110 W. Va. 542, 158 S.E. 782 (1931).

West Virginia utilizes a liberal notice pleading standard. *See* W. Va. R. Civ. P. 8(a) (requiring only a "short and plain statement of the claim"); *Chastain*, 2024 WL 3251827, at *3-4 (Scarr, J., dissenting) (discussing pleading standards and Rule 12(b)(6)). Here, the complaint specifically references the agreement in its allegations. As discussed above, in the agreement, Mr. Chastain made promises regarding indemnity and the volunteer environment, agreeing to forego the use of alcohol, among other things. He also allowed Bethlehem Farm to take and use photos and videos of the project for their benefit. Further, in the agreement, Mr. Chastain promised to pay up to \$70,000 if labor or materials for the remodeling project were not fully covered by donations or grants. At this time, when considering all of the complaint allegations as true and construing them in the light most favorable to Mr. Chastain, we cannot conclude as a matter of law that the complaint fails to state a claim upon which relief may be granted based on a lack of consideration for the agreement. Mr. Chastain also alleged that the lower courts erred by failing to grant an accounting of the assets and pledges made to Bethlehem Farm for the purposes of the home renovation. As Mr. Chastain's claim for an accounting is intertwined with the breach of contract claim in this case and the lower courts reviewed these claims together, dismissal of that claim is likewise premature at this stage of the proceeding.

Accordingly, we reverse the circuit court's July 6, 2023, order granting the respondents' motion to dismiss and remand for further proceedings consistent with this memorandum decision.

Reversed and remanded.

ISSUED: September 22, 2026

CONCURRED IN BY:

Chief Justice C. Haley Bunn
Justice William R. Wooton
Justice Charles S. Trump IV
Justice H. L. Kirkpatrick
Justice James W. Flanigan