

MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



APPELLANT PRO SE

Edward C. Horton
Indianapolis, Indiana

ATTORNEYS FOR APPELLEE

J. F. Beatty
Kathryn M. Merritt-Thrasher
Amy C. Sexton
Landman Beatty, Lawyers
Indianapolis, Indiana

IN THE COURT OF APPEALS OF INDIANA

Edward C. Horton,
Appellant-Plaintiff,

v.

Monon Lofts, L.P., a/k/a
Monon Lofts Apartments,
Appellee-Defendant

May 3, 2021

Court of Appeals Case No.
21A-CT-10

Appeal from the
Marion Superior Court

The Honorable
Ian Stewart, Commissioner

Trial Court Cause No.
49D01-2008-CT-27228

Vaidik, Judge.

- [1] Edward C. Horton, pro se, appeals the dismissal of his Second Amended Complaint against Monon Lofts, L.P., which concerned a dispute under a lease

agreement between the parties. However, we are unable to decipher the issues Horton seeks to raise or his arguments on those issues. Here is his “Statement of the Issues”:

The Appellee said, “The Appellant Cause should be Dismiss because of Merits”. Is Perjury, Merits? In Courtroom No. 1. Is given the wrong lease on the Merits? Is Fraud on the Small Claims Court “Merits?” Is forcing two wrongful lawsuits because of perjury “Merits?” Is leading a person down the wrong path to Win and causing another person to lose his savings over perjury on the Merits?” The Commissioner of the Superior Court gave the Appellee a win on a Claim for Monetary damages that was not heard by the Commissioner and the Appellant is forced to pay damages not filed by the Appellee on the Merit, Counsel for the Defense was speaking of? No... that fraud and swindle. **18 U.S. code Statue 1341**. The Appellant is asking the Court of appeals to hold the Appellee responsible, for if not the Superior Court case of the lease itself than the Perjury in interrogatories, obstruction of justice and misleading information That cost the Appellant Monetary damages before both the Marion County Small Claims Court and Superior Court. **18 U.S. C. Statue 1001. 1 or IC 35-44-2-1 Sec. 1. (a) Perjury**. The Appellee had no lawful right to disobey a direct Courts Order by not revealing the debt collector or person responsible for reported to LEASINGDESK SREENING in the Appellant Case? **(EX- F14) 15 U.S. C. code 1692 (g)**. The Appellant Moves the Courts to punish the Perjury or mistake that cost the Appellant Monetary Damages and for Compensation for losses to be awarded the Appellant for what we all know now was a lie told by the Appellee to obstruct justice. The Superior Court Judge Heather Welch is saying to her Officer if you lie in a response to a Court Order you can get away with failure to produce a debt collector or **(key witness) and at the same time their Case dismiss**. **“Equal Justice under Law”** is what must stand in our Courts, Pro-Se and Counsel alike, if you lie in Our Court of Law or make

a mistake and get caught and you had many times to correct or tell the truth when you get caught you apologize pay for the damages and put yourself at the Mercy of the Court regardless of any filing. However, this and more do not apply in Court Room No. 1, of the Marion County Superior Court. Anyone who commits Fraud on the Court by misleading the Small Claims Court into believing interrogatories was Answered truthfully by Counsel and Appellee and carrying that perjury into the Superior Court and Federal Court when it was known to be untruthful by so many Motions filed by the Appellant should be in jail, save by Covid-19. Now the Appellant ask is this the kind of “Merit that works in the Marion County Superior Court No. 1, Judge Welch Court? The Superior Court failed in its understanding of the word “Merit” as written by the Appellee in their Motion to Dismiss.

Appellant’s Br. p. 4. The rest of Horton’s briefing is more of the same.

Therefore, any arguments Horton has tried to make are waived, and we have no choice but to affirm the dismissal of his complaint. *See* Ind. Appellate Rule 46(A)(8)(a) (providing that the argument section of an appellant’s brief “must contain the contentions of the appellant on the issues presented, supported by cogent reasoning”); *Merrill v. State*, 716 N.E.2d 902, 904 n.2 (Ind. 1999) (finding appellate claim waived where appellant “failed to make a cogent argument”).

[2] We also grant Monon Lofts’ request for damages under Indiana Appellate Rule 66(E), which provides, “The Court may assess damages if an appeal, petition, or motion, or response, is frivolous or in bad faith. Damages shall be in the Court’s discretion and may include attorneys’ fees.” Such damages are appropriate when, as here, “a party flagrantly disregards the form and content requirements of the rules of appellate procedure, omits and misstates relevant

facts appearing in the record, and files briefs written in a manner calculated to require the maximum expenditure of time both by the opposing party and the reviewing court.” *Thacker v. Wentzel*, 797 N.E.2d 342, 346-47 (Ind. Ct. App. 2003). This is true even when the party is acting pro se, as Horton is here. *Id.* at 347. Therefore, we remand this matter to the trial court to determine an appropriate award of damages to Monon Lofts.

[3] Affirmed and remanded.

Bradford, C.J., and Brown, J., concur.