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IN THE
COURT OF APPEALS OF INDIANA

Blake Winters and Jamie Winters,

Appellants-Defendants/ Counterclaim Plaintiffs,

v.

Kyle Pike and Mirissa Pike,

Appellees-Plaintiffs/ Counterclaim Defendants

June 8, 2021

Court of Appeals Case No. 21A-PL-27

Appeal from the Hendricks Superior Court

The Honorable Rhett M. Stuard, Judge

Trial Court Cause No. 32D02-2007-PL-97

Crone, Judge.

Case Summary

[1] Blake Winters (Blake) and Jamie Winters (Jamie) appeal a trial court judgment ordering them to release and return certain personal property items to Kyle Pike (Kyle) and Mirissa Pike (Mirissa) and to pay damages for certain unaccounted-for items. They assert that their due process rights were violated and that the trial court's judgment is clearly erroneous. They also challenge the inclusion of Jamie and Mirissa as parties and claim that the damage award is speculative and not supported by the evidence. We affirm.

Facts and Procedural History

[2] For several years, Kyle repaired cars, trucks, motorcycles, and boat engines in a barn/garage (the Shop) on rural property (the Property) located in Hendricks County. Over his years as a mechanic, he acquired lifts, toolboxes, tools, and other equipment worth more than $100,000. Nicholas Brothers, LLC, owns the Property, which consists of a smaller parcel within a larger one. The smaller parcel includes a residence and the Shop. Nicholas Brothers leased the smaller parcel with the residence and the Shop to Kyle's wife Mirissa and Mirissa's parents, the Millers. For a few years, Kyle and his family lived with the Millers in the residence. In 2017, the Pikes moved out, but the Millers continued to reside there. Meanwhile, Kyle continued to use the Shop to repair various types of vehicles and engines. During this time, he became close friends with fellow motorcycle enthusiast Blake, and they and their wives spent time together socially. When the Millers decided to move out of the residence in 2019, the Winterses leased the smaller parcel that included the residence and

the Shop. Kyle and Blake agreed that Kyle could continue to use the Shop for his mechanics business in exchange for $400 per month and lawn mowing services. Kyle retained a key and an access code to the Shop.

[3] In May 2020, Kyle and Blake had a disagreement concerning the purchase and repair of a certain motorcycle. In June 2020, the Winterses came to the Pikes' residence so that Blake, a gun enthusiast, could show Kyle his new silencer. When Blake walked up the Pikes' driveway, he noticed that Kyle had purchased a brand new motorcycle. Blake became angry, and an altercation ensued, during which Blake shoved Kyle to the ground and then choked Kyle around the neck. As Blake left, he told Kyle that he was going to sell "all [Kyle's] sh*t" and threatened to shoot Kyle if he came on his property. Tr. Vol. 2 at 67. The Pikes called 911 to report the incident. Meanwhile, Blake texted Kyle, renewing his threat to shoot him if he came on the property. He also sent a text saying that Kyle could have his items back only if he paid him $5000. Blake repeatedly denied the Pikes access to the items inside the Shop, even when the Pikes were accompanied by law enforcement. On July 8, 2020, the Pikes sent the Winterses a cease-and-desist letter, demanding that they not remove or sell any of the items in the Shop and requesting access to the Shop to remove their personal property. The Winterses refused their request and claimed to be acting on the order and advice of landlord Ted Nicholas of Nicholas Brothers.

[4] On July 23, 2020, the Pikes filed a replevin action against the Winterses, seeking injunctive relief, an inspection of the Shop, return of their personal

property, and damages for any missing and unaccounted-for property. They attached as Exhibit B an affidavit in support of their request for the contents of the Shop and a list of the items sought in the complaint. The following day, the trial court issued an order to show cause, temporary restraining order, and order to enter and inspect the premises. On July 31, 2020, the trial court conducted an initial emergency hearing and heard argument. The Winterses proceeded pro se. The court ordered that the Pikes be given the opportunity to inspect the Shop, take photographs, and inventory the personal property in it. The court order also specified that the parties were not to remove or sell any of the personal property until a possessory hearing could be held and concluded. The Pikes inspected the Shop and compiled a list of sixty-seven items, including those found in the Shop and those that Kyle had stored there but that now were missing and unaccounted for. Plaintiff's Ex. 2. The list also included an estimated value for each item. The court set a date for a possessory hearing and ordered that Ted Nicholas be present to testify on behalf of Nicholas Brothers.

[5] The possessory hearing was reset a couple times, but the trial court ultimately conducted it on October 14, 2020. The Winterses continued pro se, and the parties presented testimony and exhibits to establish the respective values of the items at issue. Kyle acknowledged that a few of the items had been priced incorrectly or had been recovered and that three of the items belonged to Blake. Blake admitted that the items listed as missing were present in the Shop in June when he first denied Kyle access to it. He denied taking or selling those items and asserted that they had been stolen from the Shop. The trial court took the

matter under advisement and gave the Pikes seven days to submit an amended Exhibit 2, with updated values and the appropriate deletions of property no longer subject to claim. On October 21, 2020, the Pikes submitted their amended Exhibit 2 via email.

[6] On October 22, 2020, the court issued sua sponte findings of fact and conclusions thereon, finding that there were six items for which the Pikes failed to meet their burden of proof and three items belonging to the Winterses and that the Pikes were entitled to the return of the remaining items in the Shop and the value of the remaining missing/unaccounted-for items. The court ordered that the Winterses allow the Pikes to retrieve their remaining items from the Shop. It also found the value of the unaccounted-for items to be $26,600 and ordered that the Winterses pay the Pikes this sum, plus any amount determined due and owing after the items were retrieved, to be remitted to them within thirty days after the date that the Pikes submitted their amended exhibit.

[7] The Winterses filed a request for judicial notice of certain public records, i.e., a quitclaim deed and parcel description, pertaining to the smaller parcel, upon which the residence and the Shop were located. The trial court denied their request.[1] They also filed a motion for clarification and a motion to correct error, both of which the trial court denied. The Pikes filed a motion for return

[1] The Winterses filed an appellate motion for judicial notice of those records pursuant to Indiana Evidence Rule 201(c)(2). We grant their motion in an order issued contemporaneously with this decision.

of property and a motion to correct error, both of which were denied. The Winterses now appeal. Additional facts will be provided as necessary.

Discussion and Decision

Section 1 – The Winterses' due process rights were not violated.

[8] The Winterses first contend that their due process rights were violated in the proceedings below. At the outset, we note that they chose to proceed pro se during both hearings below. It is well settled that pro se litigants are held to the same legal standards as licensed attorneys. *Twin Lakes Reg'l Sewer Dist. v. Teumer*, 992 N.E.2d 744, 747 (Ind. Ct. App. 2013); *see also Goossens v. Goossens*, 829 N.E.2d 36, 42-43 (Ind. Ct. App. 2005) (court rejected husband's argument that he was denied due process due to counsel's withdrawal and his unfamiliarity with trial procedure and how to present evidence).

[9] "[T]he fundamental requirement of procedural due process is the opportunity to be heard at a meaningful time and in a meaningful manner." *Perdue v. Gargano*, 964 N.E.2d 825, 832 (Ind. 2012). In cases involving a due process claim, we look to see whether there has been a deprivation of a constitutionally protected property or liberty interest and then determine what procedural safeguards are required. *Melton v. Ind. Athletic Trainers Bd.*, 53 N.E.3d 1210, 1215 (Ind. Ct. App. 2016). The Winterses' claims essentially amount to an assertion that the trial court violated their due process rights by failing to follow the procedures laid out in Indiana's replevin statute, codified in Indiana Code Chapter 32-35-2.

A court's failure to follow statutory requirements can lead to a violation of a person's procedural due process rights. *Melton*, 53 N.E.3d at 1220. However, we find no such failure here.

[10] "The action of replevin lies, where specific personal property has been wrongfully taken or detained, to recover possession of the property, together with damages for its detention." *Replevin*, BLACK'S LAW DICTIONARY (11th ed. 2019) (quoting BENJAMIN J. SHIPMAN, HANDBOOK OF COMMON-LAW PLEADING § 49 at 120 (Henry Winthrop Ballentine ed., 3d ed. 1923)).

> To support the action it is necessary: (a) That the property shall be personal. (b) That the plaintiff, at the time of suit, shall be entitled to the immediate possession. (c) That (at common law) the defendant shall have wrongfully taken the property …. But, by statute in most states, the action will now also lie where the property is wrongfully detained, though it was lawfully obtained in the first instance …. (d) That the property shall be wrongfully detained by the defendant at the time of suit.

Id. (quoting SHIPMAN at 120).

[11] Indiana Code Section 32-35-2-1 reads in relevant part, "If any personal goods, including tangible personal property constituting or representing choses in action, are: (1) wrongfully taken or *unlawfully detained* from the owner or person claiming possession of the property; … the owner or claimant may bring an action for the possession of the property." (Emphasis added.) The Pikes demanded immediate delivery of the property and filed an affidavit in support of that claim, which they attached to their complaint. Ind. Code §§ 32-35-2-2, -

3, -4. The trial court issued orders to appear and to show cause as well as a temporary restraining order. Ind. Code §§ 32-35-2-6, -7, -13. The court conducted preliminary and possessory hearings and issued an order of possession. Ind. Code §§ 32-35-2-8, -14, -18. The court also ordered the Pikes to pay expenses attendant to law enforcement's execution of the order of possession and entered judgment for possession and damages in favor of the Pikes, subject to the Pikes providing an updated list with the required adjustments. Ind. Code §§ 32-35-2-31, -33. *See also* Ind. Code § 32-35-2-19 (contemplating that order of possession may be final order and lists procedures attendant to it). The record reflects adherence to rather than deviation from the statute.

[12] Nevertheless, the Winterses claim that the trial court failed to follow the replevin statute by converting the possessory hearing into a trial without notice. They base this argument on a couple references found in the trial court's "Conclusions of Law and Judgment." *See* Appealed Order at 1-3 (introductory paragraph of order using term "trial" rather than possessory hearing and findings 8 and 18, referencing "the trial"). The transcripts of both the preliminary and possessory hearings indicate that the trial court understood and communicated to the parties the nature of each proceeding. During the preliminary hearing, Blake presented argument; during the possessory hearing, Blake introduced exhibits and conducted pro se examinations of witnesses, including Nicholas, whose testimony he had previously characterized as crucial to the determination of the parties' relative rights. Based on our review of the

record as a whole, we find that the court's after-the-fact references to the possessory hearing as a "trial" simply are not indicative of due process violations.

[13] The Winterses also claim that the trial court improperly based its decision on a theory of bailments rather than replevin and that "Blake, who was unrepresented at both hearings, had not even heard the word 'bailment' until reading the Court's Order." Appellants' Br. at 22. They essentially claim that the Pikes' complaint did not place them on notice of the applicability of bailment law and that Blake did not even know what a bailment was. Indiana's notice pleading system does not require a pleading to adopt a specific legal theory of recovery to be adhered to throughout the case; rather, Indiana Trial Rule 8 merely requires pleading the operative facts so as to place the defendant on notice concerning the evidence to be presented at trial. *ARC Constr. Mgmt., LLC v. Zelenak*, 962 N.E.2d 692, 697 (Ind. Ct. App. 2012). "A complaint's allegations are sufficient if they put a reasonable person on notice as to why a plaintiff sues." *Id*. The Winterses knew why they were being sued. They chose to proceed pro se and bore the risks attendant to having made that choice.

[14] Even so, the law of bailments and the law of replevin are not mutually exclusive. Rather, the two often are applied under the same set of facts, with the law of replevin determining the identity, ownership, extent, and value of the disputed personal property and the law of bailments determining the duty of care concerning the disputed property while it is in the bailee's possession. More plainly stated, a plaintiff seeking replevin is claiming that the defendant

has his stuff and refuses to give it back, and he wants the court to order the defendant to do so; bailment law, where applicable, determines the level of care that the defendant must exercise to protect and preserve the plaintiff's items while he possesses them. Moreover, replevin is among the remedies that may be chosen in actions between bailors and bailees:

> Under the common law, a bailor can maintain an action of replevin against his or her bailee where he or she has the right to the immediate possession of the bailed property. A bailor may bring an action in replevin to recover possession of the bailed property where, under the circumstances, the bailee's continued possession of the property amounts to a tortious detention as against the bailor.

8 C.J.S *Bailments* § 122 (2021).

[15] For nearly 200 years, our courts have considered bailment principles within the framework of replevin actions. *See*, *e.g.*, *Curme, Dunn & Co. v. Rauh*, 100 Ind. 247 (1885); *Bunnell v. Davisson*, 85 Ind. 557 (1882); *Tucker v. Taylor*, 53 Ind. 93 (1876); *Henline v. Hall*, 4 Ind. 189 (1853); *Ashby v. West*, 3 Ind. 170 (1851); *Ingersoll v. Emmerson*, 1 Ind. 76 (1848); *Underwood v. Tatham*, 1 Ind. 276 (1848); *Walpole v. Smith*, 4 Blackf. 304 (1837); *Carl Subler Trucking, Inc. v. Splittorff*, 482 N.E.2d 295 (Ind. Ct. App. 1985); *Tucker v. Capital City Riggers*, 437 N.E.2d 1048, 1051 (Ind. Ct. App. 1982); *Maple v. Seaboard Sur. Co.*, 117 Ind. App. 627, 73 N.E.2d 80 (1947); *Struble-Werneke Motor Co. v. Metro. Sec. Corp.*, 93 Ind. App. 416, 178 N.E. 460 (1931); *Barker v. Wood*, 87 Ind. App. 252, 161 N.E. 298 (1928); *Skora v. Miller*, 24 Ind. App. 567, 57 N.E. 264 (1900); *Leffler v. Watson*,

13 Ind. App. 176, 40 N.E. 1107 (1895). We will discuss more fully below the court's findings pertaining to bailment law. Suffice it to say that the court's application of bailment law did not amount to a due process violation.

Section 2 – The Winterses have failed to demonstrate prima facie error in the trial court's findings and conclusions referencing the law of bailments.

[16] The Winterses maintain that the trial court clearly erred in concluding that they became bailees of the Pikes' property. In addressing this issue, we note that the Pikes failed to file an appellees' brief. When an appellee fails to submit a brief, we will not undertake the burden of developing his arguments. *Meisberger v. Bishop*, 15 N.E.3d 653, 656 (Ind. Ct. App. 2014). Rather, we apply a less stringent standard of review and will reverse if the appellant establishes prima facie error. *Id*. Prima facie error is error "at first sight, on first appearance, or on the face of it." *Solms v. Solms*, 982 N.E.2d 1, 2 (Ind. Ct. App. 2012).

[17] Where, as here, the trial court issues findings of fact and conclusions thereon sua sponte, the findings control the review and judgment only as to the issues covered in the findings. *Estate of Henry v. Woods*, 77 N.E.3d 1200, 1204 (Ind. Ct. App. 2017). For issues not covered in the findings, we apply a general judgment standard and may affirm on any legal theory supported by the evidence adduced during the trial. *Id*. We apply a two-tiered standard of review to the sua sponte findings, determining first whether the evidence supports the findings and second whether the findings support the judgment. *Id*. We will set them aside only if they are clearly erroneous, which means that

the record contains no facts or inferences supporting them. *Id*. In conducting our review, we neither reweigh evidence nor reassess witness credibility; rather we consider only the evidence and reasonable inferences most favorable to the judgment. *Id*. Unchallenged findings stand as proven. *Matter of De.B.*, 144 N.E.3d 763, 772 (Ind. Ct. App. 2020).

[18] The trial court issued the following findings pertaining to bailments:

> 29. The Defendants became bailees upon refusal to return the property to the Plaintiffs.
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> 30. '"The weight of modern authority holds the rule to be that where the bailor has shown that the goods were received in good condition by the bailee and were not returned to the bailor on demand the bailor has made out a case of prima facie negligence against the bailee, and the bailee must show that the loss or damage was caused without his fault … This rule has been applied to garage keepers who failed to return automobiles on demand." *Bottema v. Producers Livestock Assoc.*, 366 N.E.2d 1189, 1193 (Ind. Ct. App. 1977) quoting *Keenan Hotel Co. v. Funk* (1931), 93 Ind. App. 677, 177 N.E. 64; *see also Erbacher v. Wargel*, 465 N.E.2d 194, 196-197 (Ind. Ct. App. 1984); *Indiana Ins. Co. v. Ivetich*, 445 N.E.2d 110, 111-12 (Ind. Ct. App. 1983).
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> 31. Plaintiffs are entitled to the return of their property and/or the value of any property that was lost, stolen, or went missing while under Defendants' care unless the Defendants can show the loss or damages occurred without their fault.
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> 32. This, the Defendants have not done.

Appealed Order at 4.

[19] The Winterses claim that these findings are clearly erroneous because the law of bailments does not apply under these facts. "A bailment arises when: (1) personal property belonging to a bailor is delivered into the exclusive possession of the bailee and (2) the property is accepted by the bailee." *Cox v. Stoughton Trailers, Inc.*, 837 N.E.2d 1075, 1082 (Ind. Ct. App. 2005). For delivery to occur, there must be a full transfer, either actually or constructively, of the property to the sole custody of the bailee such as to exclude the owner/bailor and others. *Id*. at 1083. Acceptance by the bailee may arise by contract or be implied from the circumstances. *Id*.

[20] If a bailment is found to exist, the bailee in possession of the bailed property must exercise the degree of care commensurate with the benefit that he derives from the arrangement. *United Farm Fam. Ins. Co. v. Riverside Auto Sales*, 753 N.E.2d 681, 684-85 (Ind. Ct. App. 2001). Unless otherwise agreed, when the bailment is solely for the bailee's benefit, the bailee owes a high degree of care; when the bailment is solely for the bailor's benefit, the bailee owes only slight care, such as avoiding wanton or reckless acts; and when the bailment mutually benefits both parties, the bailee owes a duty of ordinary care. *Id*. at 685. In mutual benefit bailment cases, if the bailor has made a prima facie showing that the items were in good condition and were not returned at all or were returned in a damaged condition, the bailee must produce evidence to show that the loss, damage, or theft was not his fault. *Erbacher*, 465 N.E.2d at 195-96.

[21] In 2019, when the Millers moved out and the Winterses leased from Nicholas Brothers the smaller parcel containing the Shop and residence, Kyle and Blake

agreed that Kyle would pay Blake $400 per month plus lawn-mowing services in exchange for the right to continue using the Shop to operate his mechanic's business. Thus, each party derived a benefit from the arrangement. The Winterses maintain that the arrangement did not amount to a contract for bailment and that they never accepted the items as bailees. The parties acknowledge that their arrangement was not memorialized in any written document. But that does not answer the question, as bailments can arise by implication. *Cox*, 837 N.E.2d at 1082.

[22] The Winterses also submit that the Pikes did not deliver exclusive possession to them because Kyle retained access to his items in the Shop by key and code. They rely on *Stubbs v. Hook*, 467 N.E.2d 29, 31 (Ind. Ct. App. 1984), *trans. denied* (1985), in which the plaintiff's retention of a key to his airplane amounted to having given over only nonexclusive possession of the plane for storage, and therefore there was no bailment. We agree that this case is analogous to *Stubbs*, but only up to a point. Immediately after Blake shoved and choked Kyle in the Pikes' driveway, Blake told (and later texted) Kyle that if he set foot on the Property, Blake would shoot him. At this point, Kyle's key and access code became worthless, from both a legal and a practical standpoint. Legally, he would now be considered a trespasser if he were to approach the Shop to retrieve his items, and, practically speaking, he knew that approaching the Shop could cost him his life, particularly given that Blake was a gun enthusiast. Moreover, we believe that Blake's threats to shoot Kyle as well as his assertion that he was going to sell all of Kyle's items amount to an

acceptance and exertion of control over Kyle's items sufficient to imply a bailment. *See* Tr. Vol. 2 at 66, 67 ("That lift is gone. It will be gone today …. all your sh*t is gone"). Blake's subsequent attempt to negotiate a return of Kyle's items in exchange for $5000 underscores his perception of his own control over the items.

[23] As bailees of a mutual benefit bailment, the Winterses had the duty to explain loss.[2] They asserted that the missing and unaccounted-for items had been stolen. The trial court obviously did not find this assertion credible. The Winterses are liable for all the missing and unaccounted-for items. They have failed to satisfy their burden of demonstrating prima facie error.

Section 3 – The Winterses waived their challenge to the inclusion of Jamie and Mirissa as parties.

[24] The Winterses also assert that the trial court clearly erred in entering judgment against both Blake and Jamie and in favor of both Kyle and Mirissa. In other words, they claim that the dispute was actually and exclusively between the two husbands and that the wives were not proper parties. However, they did not object at any time during the initial or possessory hearings. Nor did they file a

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[2] The Winterses point to their lease with Nicholas Farms, which allegedly gave them only a nonexclusive license to use the Shop. They appear to argue that this arrangement prevented exclusive possession by the Pikes such as to imply a bailment. We disagree and find that the relevant agreement was the verbal one between Blake and Kyle allowing Kyle to continue operating the Shop in exchange for $400 per month plus lawn-mowing services. Additionally, Ted Nicholas's testimony reflects a lack of oversight or even awareness concerning the parties' dispute and the ownership of the items inside the Shop. *See* Tr. Vol. 2 at 146 (when Nicholas was asked if it was fair to say that he basically had no idea what Blake and Kyle were doing until he got Pike's attorney's demand letter, he responded, "That's fair to say, yes.").

motion to remove either of the wives as a party. *See* Ind. Trial Rule 21(A) ("Subject to its sound discretion and on motion of any party or of its own initiative, the court may order parties dropped … at any stage of the action[.]").

[25] With respect to Jamie's inclusion and participation as a named defendant, the record shows that at the outset of the initial hearing, the trial court asked the Winterses which of them was going to talk. Blake replied, "I'll do most of the talking[,]" and Jamie added, "I'm not even sure why I'm here because I have nothing to do with any of this…. And neither does [Mirissa]." Tr. Vol. 2 at 5-6. The court then explained that ordinarily "you name everybody that's possibly got an interest anywhere whether you know if they do or not [so] you don't miss somebody who's a vital party." *Id*. at 6. Despite Jamie's assertions that she had nothing to do with the dispute, the record indicates that during the possessory hearing, she interrupted several times when Blake was conducting his pro se examination of witnesses or was testifying as a witness. Her repeated outbursts resulted in several admonishments and the threat of a contempt citation. As for Mirissa's inclusion as a named plaintiff, we again note that the Winterses neither objected nor filed a motion to dismiss her as a party. In short, they waived review of whether Jamie and Mirissa were parties by failing to file the proper motions or object below. *See Evergreen Shipping Agency Corp. v. Djuric Trucking, Inc.*, 996 N.E.2d 337, 340 (Ind. Ct. App. 2013) (appellant who raises issue for first time on appeal waives appellate review of that issue).

Section 4 – The Winterses failed to demonstrate reversible error with respect to the trial court's damages award.

[26] Finally, the Winterses claim that the trial court's damages award is clearly erroneous. The amount of damages awarded is a question of fact for the trier of fact. *Jasinski v. Brown*, 3 N.E.3d 976, 978-79 (Ind. Ct. App. 2013). Even when reviewing for prima facie error, we still may not reweigh evidence or reassess witness credibility. *Bokori v. Martinoski*, 70 N.E.3d 441, 444 (Ind. Ct. App. 2017). A trial court is not required to calculate damages with mathematical certainty; rather, "the calculation must be supported by evidence in the record and may not be based on mere conjecture, speculation, or guesswork." *Jasinski*, 3 N.E.3d at 979. "All uncertainties concerning the specific calculation of damages are resolved in favor of the plaintiff and against the tortfeasor." *Id*. We will reverse an allegedly excessive damages award only if it is "so outrageous as to impress th[is] court as being motivated by passion, prejudice, and partiality." *Quebe v. Davis*, 586 N.E.2d 914, 920 (Ind. Ct. App. 1992) (quoting *Ingmire v. Butts*, 166 Ind. App. 139, 145, 334 N.E.2d 701, 705 (1975)). "When personal property is the subject of an award, damages are measured by its fair market value at the time of the loss, fair market value being the price a willing seller will accept from a willing buyer." *Campins v. Capels*, 461 N.E.2d 712, 719 (Ind. Ct. App. 1984).

[27] The Winterses maintain that they were not afforded an opportunity to rebut the revised values included in amended Exhibit 2, which the Pikes submitted by email to the trial court seven days after the possessory hearing. In their brief,

they specifically identify only a couple items for which the Pikes revised the value upward after the possessory hearing. *See* Appellants' Br. at 29 (Snap-on Toolbox lid revised from $9,965 to $10,000 and motorcycle ride-on lift revised from $1,000 to $1,500). They generally assert that Kyle's valuation of the tools in the Snap-on Toolbox was speculative, as he had purchased some of them used and some over the years, yet they do not provide any specific argument as to their value or specify what, if any, revisions were made to the values of any other items via amended Exhibit 2.

[28] Based on our review of the testimony and photographic exhibits, we are amazed at the size of the toolboxes and the sheer number of tools that they hold. The trial court as trier of fact sifted through volumes of information, heard testimony during the possessory hearing concerning item after item, and issued its order after having received the Pikes' amended Exhibit 2. The Winterses had an opportunity in their brief to raise specific challenges to the value of every item that had been revised upward via amended Exhibit 2. They did not do so. The only items they specifically challenged amount to differences of $35 and $500. When considered in the context of a mechanic's shop with tools and equipment valued at more than $100,000, we find these differences to be de minimis. While we acknowledge that the Winterses were not afforded an opportunity below to rebut the revised values in amended Exhibit 2, they have failed to demonstrate that they were prejudiced by it. *See* Ind. Appellate Rule 66(A) (no error or defect in any ruling or order or in anything done or omitted by trial court is ground for granting reversal where its

probable impact, in light of all evidence, is sufficiently minor as not to affect parties' substantial rights). Accordingly, we affirm.

[29] Affirmed.

Riley, J., and Mathias, J., concur.