



Marilyn Burton entered into a conditional real estate contract to sell certain real property to Bob Hall. Burton now appeals the order finding that Hall did not breach the contract and ordering Burton to provide him with a warranty deed for the real estate. We find the following issue dispositive: whether Burton's claim is waived.

Burton's argument in its entirety is as follows:

The evidence is overwhelming in favor of the Defendant, Marilyn Burton, and judgment should enter for her and against the Plaintiff, Bob Hall, for all the reasons set out above.

That Plaintiff, Bob Hall, violated and breached the contract on numerous occasions, including failure to pay taxes, failure to make monthly payments, failure to make the down payment and failure to remove himself from the premises after receiving verbal and written notices from the Defendant.

Appellant's Br. at 2-3. Burton's argument is supported by neither cogent argument nor citation to authority. *See* Ind. Appellate Rule 46(A)(8) ("The argument must contain the contentions of the appellant on the issues presented supported by cogent reasoning. Each contention must be supported by citations to the authorities, statutes, and the Appendix or parts of the Record on Appeal relied on."). Her argument is therefore waived. *See Davis v. State*, 835 N.E.2d 1102, 1113 (Ind. Ct. App. 2005) (observing that failure to present a cogent argument or citation to authority constitutes waiver of issue for appellate review). In fact, Burton's attorney would be well advised to carefully review the entirety of Indiana Appellate Rule 46 on the arrangement and contents of briefs.<sup>1</sup>

Affirmed.

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<sup>1</sup> For example, he does not briefly describe the nature of the case, the course of the proceedings relevant to our review, or the disposition of the issues by the trial court, he does not provide a statement of facts in narrative form, and he fails to provide the applicable standard of review.

BAKER, C. J., and FRIEDLANDER, J., concur.