

Case Summary and Issues

T.J. and Ginger Richard (the “Richards”) appeal from the small claims court’s judgment in favor of Janet Egolf regarding the Richards’ claim of being sold an allegedly lame horse, and in favor of Egolf on her counterclaim regarding costs to care for the horse when the Richards left it with her. On appeal, the Richards raise one issue, which we restate as two: whether the small claims court’s ruling in favor of Egolf on the Richards’ claim was clearly erroneous, and whether the small claims court’s ruling in favor of Egolf on her counterclaim was clearly erroneous. Concluding the small claims court did not clearly err when ruling on the Richards’ claim nor on Egolf’s counterclaim, we affirm the judgment.

Facts and Procedural History

In February 2009, the Richards¹ purchased a horse from Egolf for \$3000. At the time of purchase, Egolf disclosed the horse was suffering from epiphysitis (a condition involving abnormal leg bone growth and inflammation) and advised the Richards on treatment.

In April 2009, the Richards informed Egolf that Dr. Robin Surface, D.V.M., examined and diagnosed the horse with “contracted tendons.” Appellants’ Brief at 4. As a result and with the Richards’ consent, Egolf took the horse from the Richards to seek a second medical opinion. Dr. Gary Fouts, D.V.M., diagnosed the horse as not having contracted tendons. Egolf informed the Richards of Dr. Fouts’ diagnosis and attempted to return the horse to them on April 27, 2009, but the Richards refused, so Egolf retained the horse and paid for its care from that date.

¹ The notice of claim and several parts of the record indicate the Richards’ pre-teenage daughter purchased the horse, but we refer to the Richards’ purchase because their daughter is not a named party; this is

The Richards filed suit against Egolf in Fulton County small claims court, seeking \$5000 and court costs from Egolf for selling a lame horse. Egolf filed a counterclaim, seeking reimbursement of \$2441.20 in expenses for caring for the horse since April 27, 2009.

On October 19, 2009, the small claims court held a bench trial where the Richards appeared pro se and Egolf was represented by counsel. The small claims court heard testimony from the parties and a horse trainer on behalf of each side, and admitted evidence of the opinions of Dr. Surface on behalf of the Richards, and of Dr. Fouts and Dr. Stephen R. Pilgrim, D.V.M, on behalf of Egolf. The small claims court ruled in favor of Egolf on both the Richards' claim and Egolf's counterclaim, and ordered Egolf to return the horse to the Richards. The Richards now appeal.

Discussion and Decision

I. Standard of Review

Small claims judgments are “subject to review as prescribed by relevant Indiana rules and statutes.” Ind. Small Claims Rule 11(A). Upon appeal from a bench trial, the reviewing court cannot set aside the judgment “unless clearly erroneous, and due regard shall be given to the opportunity of the trial court to judge the credibility of the witnesses.” Ind. Trial Rule 52(A). “In determining whether a judgment is clearly erroneous, we do not reweigh the evidence or determine the credibility of witnesses but consider only the evidence that supports the judgment and the reasonable inferences to be drawn therefrom.” Tucker v. Duke, 873 N.E.2d 664, 668 (Ind. Ct. App. 2007), trans. denied. “This deferential standard of review is particularly important in small claims actions, where trials are informal, with the

irrelevant to the issues on appeal.

sole objective of dispensing speedy justice between the parties according to the rules of substantive law.” Id.; S.C.R. 8(A).

II. Lameness of the Horse

On appeal, the Richards argue they intended to present their claim as a breach of implied warranty for a particular purpose, but the small claims court was confused and mischaracterized their claim as a rescission of the contract for purchase, which would have been in equity and outside the small claims court’s jurisdiction. Although the small claims court characterized the Richards’ claim differently than they argue it was intended, the primary issue of the claim under either approach is whether the horse was lame when the Richards purchased it.

As to this primary issue, the small claims court weighed the evidence presented, judged the credibility of numerous witnesses, and clearly found the evidence and testimony in favor of Egolf more credible, that the horse was not lame when the Richards purchased it. We are barred from reweighing the evidence or determining the credibility of witnesses. Tucker, 873 N.E.2d at 668. As there is evidence supporting the small claims court’s judgment, we cannot say the judgment is clearly erroneous.

The Richards also argue the small claims court’s statement in its order, that it is good practice to seek a veterinary examination before purchasing a horse, is unsupported by the evidence and “outside [the small claims court’s] purview.” Appellants’ Br. at 10. Regardless of whether this statement is supported by the evidence or “outside [the small claims court’s] purview,” this statement could not have been essential or influential to the small claims

court's conclusion that the horse was not lame when the Richards purchased it from Egolf. As a result, we may disregard this statement by the small claims court. See Lesh v. Trustees of Purdue Univ., 124 Ind. App. 422, 427-28, 116 N.E.2d 117, 121 (1953) (finding of fact "bearing on a subject concerning which the ultimate fact was not essential to a decision . . . may be disregarded without affecting the sufficiency of the remaining findings to support the conclusions of law."). In the absence of clear error, we therefore affirm the small claims court's ruling on the Richards' claim in favor of Egolf.

III. Costs of Caring for the Horse

The Richards argue the small claims court's judgment in favor of Egolf on her counterclaim is erroneous because it is based on a theory of abandonment, and if the Richards abandoned the horse then they no longer legally own it and therefore have no financial responsibility for its care.

The small claims court admitted evidence and heard testimony regarding the circumstances under which the Richards refused to take the horse back from Egolf, in particular, Egolf's testimony. As a result, the small claims court concluded Egolf was entitled to reimbursement of the expenses she incurred from the Richards' refusal to take the horse back, leaving the horse in her care. In addition, the small claims court clearly did not consider the horse abandoned by the Richards because it ordered Egolf to return the horse to them. We can "consider only the evidence that supports the judgment and the reasonable inferences to be drawn therefrom." Tucker, 873 N.E.2d at 668. In doing so, we conclude the small claims court's judgment on Egolf's counterclaim in her favor is not clearly erroneous.

Conclusion

The small claims court's judgment in favor of Egolf as to both the Richards' claim and Egolf's counterclaim is not clearly erroneous. We therefore affirm the judgment.

Affirmed.

MAY, J., and VAIDIK, J., concur.