

[Cite as *C&A Roofing & Remodeling, L.L.C.*, 2005-Ohio-6256.]

IN THE COURT OF APPEALS FOR MONTGOMERY COUNTY, OHIO

C&A ROOFING & REMODELING, LLC	:	
Plaintiff-Appellee	:	C.A. CASE NO. 20900
v.	:	T.C. NO. 03 CVF 11200
HORACE PAUL WILLIAMS, et al.	:	(Civil Appeal from Dayton Municipal Court)
Defendants-Appellants	:	

**OPINION**

Rendered on the 23<sup>rd</sup> day of November, 2005.

DAVID M. RICKERT, Atty. Reg. No. 0010483, 580 Lincoln Park Blvd., Suite 222, Dayton, Ohio 45429

Attorney for Plaintiff-Appellee

HORACE PAUL WILLIAMS, 727 Clegg Street, Dayton, Ohio 45408

Defendant-Appellant

DONOVAN, J.

{¶ 1} This matter is before the court on the Notice of Appeal of pro se Appellant Horace Paul Williams, filed February 7, 2005. Mr. Williams contracted with Appellee C & A Roofing and Remodeling, LLC (“C & A”), for roof replacement. C & A filed a complaint against Mr. Williams after completing the work, seeking the contractual payment for the repairs, and Mr. Williams filed a counterclaim, alleging that C & A breached their contract and failed to properly repair his roof. Following a bench trial and a view by the court of the

premises, the court entered judgment for C & A.

{¶ 2} Mr. Williams’ brief sets forth seven “Items” for our review. We are unable to reach the merits of Mr. Williams’ arguments, however, because he has failed to provide a transcript of the proceedings in which the evidence was presented to the trial court. App.R. 9(B) imposes that duty on Mr. Williams, and when it is not satisfied, we must indulge the presumption of regularity of the proceedings before the trial court and reject the errors assigned. Accordingly, the judgment of the trial court is affirmed.

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FAIN, J. and GRADY, J., concurs.

Copies mailed to:

- David M. Rickert
- Horace Paul Williams
- Hon. Bill C. Littlejohn