

[Cite as *MacConnell v. Morgan*, 2010-Ohio-5046.]

IN THE COURT OF APPEALS OF MONTGOMERY COUNTY, OHIO

RION MAC CONNELL	:	
Plaintiff-Appellant	:	C.A. CASE NO. 23677
vs.	:	T.C. CASE NO. 09CVF433
RONALD G. MORGAN	:	(Civil Appeal from
Defendant-Appellee	:	County Court Area #2)

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O P I N I O N

Rendered on the 15th day of October, 2010.

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Rion MacConnell, P.O. Box 751944, Dayton, OH 45475-1944
Plaintiff-Appellant, Pro Se

Patrick J. Conboy, II, 5613 Brandt Pike, Huber Heights, OH 45424
Attorney for Defendant-Appellee

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GRADY, J.:

{¶ 1} Plaintiff, Rion MacConnell, appeals from a final judgment of the County Court of Montgomery County, Area Two, rendered in favor of Defendant, Ronald G. Morgan, on MacConnell's claim for relief alleging breach of a contract of bailment.

{¶ 2} MacConnell commenced an action on his claim on April 6, 2009. His complaint alleged that Morgan took possession of

MacConnell's motorcycle on their agreement that Morgan would seek to sell it for MacConnell, and that Morgan failed and/or refused to return the motorcycle to MacConnell. MacConnell sought a judgment against Morgan in the amount of \$10,815.00.

{¶ 3} Morgan filed an answer, admitting that MacConnell owns the motorcycle and that "he let Ronald Morgan ride the cycle in (sic) effort to show it to person(s) that would like to buy it," but denying MacConnell's other allegations. Morgan also set up five affirmative defenses.

{¶ 4} The case was tried to the court. On September 11, 2009, the court journalized a judgment in favor of Morgan on MacConnell's claim for relief. MacConnell filed a timely notice of appeal.

FIRST ASSIGNMENT OF ERROR

{¶ 5} "THE LOWER COURT ERRED IN DISMISSING RION'S COMPLAINT AND RENDERING ITS JUDGMENT IN FAVOR TO THE SECONDARY ARGUMENT."

SECOND ASSIGNMENT OF ERROR

{¶ 6} "THE LOWER COURT ERRED IN DETERMINING THAT NO BAILMENT RELATIONSHIP HAD BEEN ESTABLISHED BETWEEN THE PARTIES."

{¶ 7} In his two assignments of error, MacConnell argues that evidence was presented at the trial demonstrating that a bailment had been created and that Morgan breached the contract of bailment when he refused to return MacConnell's motorcycle, and that the trial court's finding to the contrary is therefore incorrect.

{¶ 8} When portions of a transcript necessary for resolution of assigned errors are omitted from the record, a reviewing court has nothing to pass upon and thus, as to those assigned errors, must presume validity of a lower court's proceedings and affirm.

Knapp v. Edwards Laboratories (1980), 61 Ohio St.2d 197, citing App.R. 9(B).

{¶ 9} MacConnell failed to file a transcript of the trial resulting in the judgment for Morgan. The trial court's judgment states that it was rendered "after due consideration of the evidence." Absent a transcript of the evidence that was presented, we cannot find that the trial court abused its discretion in construing the evidence as it did. Therefore, we must affirm. *Knapp*.

{¶ 10} The assignments of error are overruled. The judgment of the trial court will be affirmed.

BROGAN, J., And FAIN, J., concur.

Copies mailed to:

Rion MacConnell
Patrick J. Conboy, II, Esq.
Hon. James A. Hensley, Jr.