

**Affirmed and Memorandum Opinion filed December 23, 2010.**



**In The**

**Fourteenth Court of Appeals**

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**NO. 14-10-00083-CV**

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**CYRIL OKEY CHUKWURAH, Appellant**

**V.**

**LONE STAR ATTORNEY SERVICES, INC., Appellee**

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**On Appeal from the 269th District Court  
Harris County, Texas  
Trial Court Cause No. 2008-73665**

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**M E M O R A N D U M    O P I N I O N**

In this appeal from a suit on a sworn account, Cyril Okey Chukwurah appeals a judgment in favor of Lone Star Attorney Services, Inc. In a single issue, appellant contends the trial court erred by proceeding with a bench trial after having been informed of error and defects in appellee's pleadings. We affirm.

**Background**

On December 12, 2008, appellee Lone Star Attorney Services filed suit on a sworn

account in which it alleged that appellant owed \$2,459.50 for services rendered by appellee. Attached to appellee's petition was a verification by its manager and 34 invoices for service of subpoenas, summons, and citations requested by appellant. Appellee's petition complies with Texas Rule of Civil Procedure 185. Appellant failed to file a sworn denial of the account, but, on December 22, 2008, filed a general denial. Approximately 10 months later, on September 29, 2009, appellant filed a counterclaim in which he asserted his dissatisfaction with appellee's services.

On January 4, 2010, the day of trial, appellant filed special exceptions to appellee's petition. Appellant alleged (1) he was not liable as an individual for the services performed by appellee; (2) the pleadings for damages were not specific; (3) the consideration on the agreement failed; and (4) there was no contractual agreement. After holding a bench trial, the trial court entered the following findings of fact and conclusions of law:

- In the usual course of business, Plaintiff sold and delivered to Defendant certain goods or services, as evidenced by the statement of account attached to Plaintiff's original petition on file herein.
- The statement of account accurately describes each item of goods or services delivered by Plaintiff to Defendant, the price of each such item, and the delivery date of each such item, as evidenced by the statement of account attached to Plaintiff's original petition on file herein.
- The price for each item of goods or services was the usual and customary price for similar items as evidenced by the statement of account attached to Plaintiff's original petition on file herein.
- The above-described account has not been paid, as evidenced by the statement of account attached to Plaintiff's original petition on file herein.
- The claim attached as Exhibit A to Plaintiff's original petition totaling \$2,459.50 is within the personal knowledge of the affiant, is just and true, and is due by Defendant to Plaintiff and that all just and lawful offsets, payments, and credits to this account have been allowed.
- These records show that a total principal balance of \$2,459.50,

exclusive of interest, is due and payable by Cyril Okey Chukwurah, Defendant, to Lone Star Attorney Service, Inc., Plaintiff, and demand for payment was made more than thirty days ago.

### **Analysis**

In a single issue, appellant asserts the trial court erred in proceeding to trial after having been informed of the errors and defects in appellee's pleadings. Appellant, however, failed to file a reporter's record from the bench trial. Unless an appellant arranges for the filing of a complete reporter's record (or partial reporter's record and accompanying statement of issues),<sup>1</sup> we must presume that the proceedings support the trial court's judgment. *See Bennett v. Cochran*, 96 S.W.3d 227, 229 (Tex.2002); *Sam Houston Hotel, L.P. v. Mockingbird Restaurant, Inc.*, 191 S.W.3d 720, 721 (Tex. App.—Houston [14th Dist.] 2006, no pet.). Although appellant framed his issue in terms of the ruling on his special exceptions, his issue requires reference to the evidence and testimony that was admitted at trial. Appellant filed his special exceptions on the day of trial. Presumably, the trial court ruled on the special exceptions the day of trial. Despite framing his issue in terms of the special exceptions, appellant's argument primarily challenges the existence of a contract between the parties and the quality of the services he was provided. Because we have no record of the evidence at trial, we have no basis to review the trial court's decisions based on that evidence.

On May 6, 2010, this court notified appellant that the reporter's record had not been filed, and that, unless appellant made arrangements to pay for the record, this court would consider and decide only those issues not requiring a reporter's record. *See* Tex. R. App. P. 37.3(c). Because appellant did not elect to file a reporter's record, his issue challenging the trial court's decisions based on the proceedings at trial affords no basis for relief. Accordingly, the issue is overruled.

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<sup>1</sup> *See* Tex. R. App. P. 34.6(c).

The judgment of the trial court is affirmed.

PER CURIAM

Panel consists of Chief Justice Hedges and Justices Yates and Seymore.