

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

WARREN DEAN HAAG,	:	APPEAL NO. C-090138
	:	TRIAL NO. A-0507472
Plaintiff-Appellant,	:	
	:	
vs.	:	<i>JUDGMENT ENTRY.</i>
	:	
FRANK H. WINSTEL, JR.,	:	
	:	
Defendant-Appellee.	:	
	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court.¹

Warren Dean Haag appeals the trial court’s judgment entered in favor of defendant-appellee Frank H. Winstel, Jr., for \$36,000.

Haag performed renovation work on Winstel’s residence pursuant to a construction contract that was modified several times. A dispute ensued, and Haag filed a mechanic’s lien against the property for \$7,223.71. Winstel posted a bond to discharge the lien. Haag then filed this action to foreclose on the property or to collect on the bond. Winstel filed a counterclaim and sought damages in excess of \$51,000 on several causes of action, including breach of contract and failure to perform in a workmanlike manner.

Winstel was granted summary judgment on Haag’s claim. A magistrate held a trial on Winstel’s claims.

¹ See S.Ct.R.Rep.Op. 3(A), App.R. 11.1(E), and Loc.R. 12.

After finding that Haag had breached the contract and that Winstel had been forced to spend an additional \$36,000 to finish the project according to the specifications, the magistrate entered judgment in favor of Winstel for this amount.

Haag objected to the magistrate's decision on the ground that the factual findings were not supported by the evidence. In the alternative, Haag complained that the magistrate had incorrectly calculated the amount of damages by failing to offset the amount unpaid under the contract from the amount expended to complete the project.

Haag did not file a transcript of the proceedings to support his objections to the magistrate's factual findings. The trial court overruled the objections and adopted the magistrate's decision in favor of Winstel.

In his sole assignment of error, Haag argues that he had a \$64,000 contract with Winstel, that Winstel had saved \$7000 from his breach of contract, and that this savings should have offset Winstel's damage award.

But the magistrate never found the contract price to be \$64,000, and our reading of the magistrate's decision indicates that the contract price was \$56,335 after additions to the project in November 2004. Haag did not challenge the magistrate's findings as incomplete, and he did not properly support his objections that the findings were incorrect by filing a transcript.

Haag cannot demonstrate any error in the calculation of damages on this record. Thus, we overrule the assignment of error and affirm the trial court's judgment.

Further, a certified copy of this judgment entry shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

HILDEBRANDT, P.J., CUNNINGHAM and DINKELACKER, JJ.

To the Clerk:

Enter upon the Journal of the Court on March 10, 2010
per order of the Court _____.
Presiding Judge