

SIXTH DIVISION
JUNE 26, 2015

No. 1-13-3765

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

PANGEA VENTURES, LLC, et al.,)	Appeal from the
)	Circuit Court of
Plaintiffs-Appellees,)	Cook County.
)	
v.)	No. 13 M1 704096
)	
ANTHONY P. LANE,)	Honorable
)	Leonard Murray,
Defendant-Appellant.)	Judge Presiding.

JUSTICE HALL delivered the judgment of the court.
Justices LAMPKIN and ROCHFORD concurred in the judgment.

O R D E R

¶ 1 **Held:** Judgment affirmed on order for possession of rental property where defendant failed to provide a sufficiently complete record or abide by the supreme court rules governing appellate briefs.

¶ 2 Defendant, Anthony Lane, *pro se*, appeals from an order of the circuit court of Cook County granting plaintiff, Pangea Ventures, LLC, possession of the rental premises at 4901 South Drexel Boulevard in Chicago based on defendant's failure to pay rent for same. Although

plaintiff has not filed a brief in response, we may consider the appeal pursuant to the principles set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 131-33 (1976).

¶ 3 In February 2013, plaintiff filed a forcible entry and detainer action against defendant, seeking possession of the property rented and occupied by defendant, court costs, and the rent owed by him through the date of trial. On March 16, 2013, defendant was served by a special process server, and ordered to file an answer and appearance in court on March 25, 2013.

Defendant filed an appearance and jury demand on March 28, 2013.

¶ 4 In April 2013, defendant filed a counterclaim against plaintiff, alleging breach of contract, and retaliation, and several other indecipherable allegations. Defendant subsequently filed a motion to amend his counterclaim, and on April 8, 2013, the court struck defendant's jury demand as untimely, continued the matter for plaintiff to file a responsive pleading to the counterclaims, and denied defendant's motion to amend his counterclaim without prejudice.

¶ 5 Plaintiff then filed a motion to dismiss defendant's counterclaim, alleging that it should be dismissed for "unclear pleading," and failure to state facts in support of a cause of action. Plaintiff further alleged that defendant's allegations do not challenge the validity of the enforceability of the parties' rental agreement, or question plaintiff's motivation for bringing the forcible entry and detainer action against defendant for non-payment of rent.

¶ 6 Defendant filed a motion to reconsider the striking of his jury demand. On May 1, 2013, the court gave defendant 14 days to respond to plaintiff's motion to dismiss the counterclaim, and struck defendant's motion to reconsider as illegible and unreadable. The court also gave

defendant 48 hours to file a new motion to reconsider, and advised him that if the new motion was illegible and unreadable, it would be stricken. Defendant filed a new motion for reconsideration on May 2, 2013, alleging his constitutional right to present evidence in front of a jury, and also requested to amend his counterclaim.

¶ 7 In his subsequent motion objecting to plaintiff's motion to dismiss his counterclaim, defendant alleged that he had paid full rent to plaintiff and was hassled by is agent, and that the repairs required on his unit were not completed. He also presented a number of incoherent allegations.

¶ 8 On May 31, 2013, the court dismissed defendant's counterclaim, but allowed him leave to file an amended counterclaim, which he did on June 7, 2013. Defendant alleged therein a breach of contract by plaintiff for not performing its general duties, and further, that plaintiff's action against him was premature, illegal, unwarranted and a forced eviction. The majority of defendant's counterclaim, however, was incoherent. On June 14, 2013, the court ordered defendant to pay use and occupancy of \$550 every month as long as the matter is pending or until further order of the court, and continued the matter for responsive pleadings.

¶ 9 On June 21, 2013, plaintiff filed a motion to dismiss defendant's amended counterclaim, alleging that the pleading was unclear, and failed to state facts in support of a cause of action. Plaintiff further alleged that defendant's counterclaim is not germane to the forcible entry and detainer action.

¶ 10 On July 16, 2013, the court granted plaintiff's motion to strike defendant's amended counterclaim, and granted defendant leave to file a second amended counterclaim. The court then

continued the matter on plaintiff's request for sanctions against defendant for failure to pay use and occupancy. On July 30, 2013, defendant filed a second amended counterclaim, alleging that plaintiff's action was not in good faith and premature. Defendant also filed a motion to reconsider the use and occupancy order.

¶ 11 On August 26, 2013, the court granted defendant's motion to reconsider the amount ordered for use and occupancy reducing it to \$425 per month, effective June 2013. The court also struck defendant's second amended counterclaim, and granted him leave to file a final amended complaint.

¶ 12 On September 3, 2013, defendant filed a notice of appeal from the order of August 26, 2013, which was dismissed for want of prosecution. *Pangea Ventures, LLC v. Lane*, No. 1-13-2747 (2014) (dispositional order). On September 9, 2013, defendant filed a third amended counterclaim, alleging that plaintiff's action against him was retaliatory, but the majority of the counterclaim was indecipherable.

¶ 13 On September 17, 2013, the court struck defendant's third amended counterclaim, but granted him one final opportunity to amend it. On October 2, 2013, defendant filed a fourth amended counterclaim, alleging that plaintiff breached a binding lease agreement, violated his civil rights, retaliated against him, conspired, and discriminated against him. He further alleged that plaintiff damaged his apartment, and requested that the underlying complaint be dismissed and damages awarded. The rest of his allegations are incoherent.

¶ 14 The court struck part of defendant's fourth amended counterclaim complaint on October 3, 2013, then identified count I as a security deposit claim and Count II as a claim of retaliation,

and continued the matter for a bench trial.

¶ 15 On October 25, 2013, plaintiff filed a response to counts I and II of defendant's fourth amended complaint. As to counterclaim I, plaintiff alleged that when it began managing the subject property, defendant had an oral rental agreement to pay a monthly rent of \$550. Plaintiff asserted that to the extent it could discern the meaning of the remaining allegations, it denied them. Plaintiff further alleged, regarding counterclaim II, that defendant stopped payment on a personal check tendered to plaintiff in January 2013, and that to the extent it can discern the meaning of the allegations in count II of the counterclaim, they are denied. Plaintiff further alleged that it rebuts any presumption that its conduct was retaliatory and affirmatively stated that it terminated the tenancy because defendant failed to pay rent.

¶ 16 The record indicates that a bench trial was held on November 22, 2013. Following that trial, the court entered a written order granting plaintiff possession of the subject premises. Defendant appeals *pro se* from this order.

¶ 17 As an initial matter, we observe that defendant has failed to adhere to the supreme court rules governing appeals. The majority of defendant's appellate brief is incoherent, and he has failed to articulate the errors relied upon for reversal or present an organized and cohesive argument. *Twardowski v. Holiday Hospitality Franchising, Inc.* 321 Ill. App. 3d 509, 510-11 (2001).

¶ 18 The purpose of the supreme court rules is to require the parties to present clear and orderly arguments so that the reviewing court may ascertain and dispose of the issues involved. *Collier v. Avis Rent A Car System, Inc.*, 248 Ill. App. 3d 1088, 1095 (1993). Appellant's *pro se*

status does not relieve him of the burden of complying with the rules governing the format for appellate briefs (*Biggs v. Spader*, 411 Ill. 42, 44-46 (1951), *cert. denied*, 343 U.S. 956 (1952)), and where appellant fails to articulate an organized and cohesive argument for the court's consideration, his appeal may be subject to dismissal (*Bank of Ravenswood v. Maiorella*, 104 Ill. App. 3d 1072, 1074-75 (1982)).

¶ 19 Here, defendant merely listed vague, conclusory and confusing allegations of error in his brief which is not argument, and does not satisfy the requirements of Supreme Court Rule 341(h)(7) (eff. Feb. 6, 2013). *Vancura v. Katris*, 238 Ill. 2d 352, 370 (2010). Although in his "Issues Presented for Review," section, defendant refers to the striking of his request for a jury trial, defendant failed to provide argument or authority on it, or provide the record necessary to review his claim. Under these circumstances, we presume that the trial court's ruling conformed with the law and was supported by a sufficient factual basis (*Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984)), and affirm the judgment of the circuit court of Cook County.

¶ 20 Affirmed.