

COURT OF APPEALS FOR THE SEVENTH DISTRICT OF TEXAS AT
AMARILLO

Joe Earl Anderson v. Victor Carranza and Lucia Hermosillo

No. 07-25-00208-CV (Tex. App.—Amarillo Mar. 31, 2026) · No. No. 07-25-00208-CV · Decided March 31, 2026

SUMMARY

The Seventh Court of Appeals of Texas affirmed a trial court judgment requiring Joe Earl Anderson to transfer property to Victor Carranza and Lucia Hermosillo and addressing attorney’s fees and the contract balance. The court held that Anderson, appearing pro se, waived his appellate issues by failing to comply with Texas Rule of Appellate Procedure 38.1, including requirements for legal authority, record citations, and substantive analysis.

CASE DETAILS

COURT	Court of Appeals for the Seventh District of Texas at Amarillo
WRITING FOR THE COURT	Judy C. Parker; Judy C. Parker, Chief Justice; Lawrence Doss, Justice; Doss, Justice; Yarbrough, Justice
JURISDICTION	Court of Appeals for the Seventh District of Texas at Amarillo
DECIDED	March 31, 2026
DOCKET	No. 07-25-00208-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment of the 237th District Court of Lubbock County after partial summary judgment and an award of attorney's fees.
STANDARD OF REVIEW	The court did not reach the merits of the underlying judgment because it determined that Anderson's issues were waived for inadequate briefing under Texas Rule of Appellate Procedure 38.1.
PRECEDENTIAL VALUE	Published memorandum opinion; no reporter citation appears in the supplied source
PARTIES	Joe Earl Anderson v. Victor Carranza, Lucia Hermosillo

TOPICS

- appellate procedure
- preservation of error
- standard of review
- breach of contract
- quiet title

PRACTICE AREAS

appellate procedure

civil procedure

contracts

real estate

QUESTIONS PRESENTED

1. Whether Anderson preserved any appellate issue for review by filing a brief that complied with Texas Rule of Appellate Procedure 38.1.

HOLDINGS

1. An appellant's failure to provide applicable legal authority, record citations, substantive argument, and analysis as required by Texas Rule of Appellate Procedure 38.1 waives the appellate issues and presents nothing for review.

KEY QUOTATIONS

“Although we construe pro se briefs liberally, pro se appellants are held to the same standards as appellants represented by counsel to avoid giving them an unfair advantage.” (2)

“When an appellant fails to cite applicable authority, fails to provide relevant citations to the record, or fails to provide substantive analysis for an issue presented in the brief, nothing is presented for our review.” (3)

“Finding that Anderson has failed to raise an issue for review, we affirm the trial court’s judgment.” (4)

FACTUAL BACKGROUND

Carranza and Hermosillo entered into a residential contract for deed and manufactured home with Anderson for \$86,000. They paid a \$55,000 down payment and \$9,896.74 in monthly payments, and Anderson refused a \$21,903.70 check intended to satisfy the remaining balance. The trial court ordered Anderson to transfer the property, awarded attorney's fees of \$5,450, offset those fees against the balance, and placed the remaining \$16,453.70 in the court registry for Anderson's benefit.

PROCEDURAL HISTORY

Carranza and Hermosillo sued Anderson for breach of contract, quiet title, failure to record the contract, and failure to transfer title. The trial court granted partial summary judgment, ordered Anderson to transfer the property, awarded attorney's fees offset against the remaining contractual balance, and entered a final judgment. Anderson timely appealed, but the court of appeals held that his inadequate briefing waived any issues for review.

DISPOSITION

affirmed

CASES CITED

- Mansfield State Bank v. Cohn, 573 S.W.2d 181, 184-85 (Tex. 1978)

- *McKinnon v. Wallin*, No. 03-17-00592-CV, 2018 Tex. App. LEXIS 6349, at *6 (Tex. App.—Austin Aug. 14, 2018, pet. denied) (mem. op.)
- *Sneed v. Stamat*, No. 09-19-00379-CV, 2021 Tex. App. LEXIS 2155, at *3 (Tex. App.—Beaumont Mar. 18, 2021, no pet.) (mem. op.)
- *ERI Consulting Eng'rs, Inc. v. Swinnea*, 318 S.W.3d 867, 880 (Tex. 2010)
- *Davis v. Am. Express Bank, FSB*, No. 03-12-00564-CV, 2014 Tex. App. LEXIS 9662, at *7 (Tex. App.—Austin Aug. 29, 2014, no pet.) (mem. op.)
- *Valadez v. Avitia*, 238 S.W.3d 843, 845 (Tex. App.—El Paso 2007, no pet.)
- *King v. Wells Fargo Bank, N.A.*, 205 S.W.3d 731, 734-35 (Tex. App.—Dallas 2006, no pet.)
- *Briggs v. Bank of Am., N.A.*, No. 04-16-0087-CV, 2017 Tex. App. LEXIS 1423, at *4, *9 (Tex. App.—San Antonio Feb. 22, 2017, no pet.) (mem. op.)
- *Washington v. Bank of N.Y.*, 362 S.W.3d 853, 854 (Tex. App.—Dallas 2012, no pet.)

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