

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.)

OPINION

PER CURIAM.

In The Court of Appeals Seventh District of Texas at Amarillo No. 07-25-00208-CV JOE EARL ANDERSON, APPELLANT V. VICTOR CARRANZA AND LUCIA HERMOSILLO, APPELLEES On Appeal from the 237th District Court Lubbock County, Texas Trial Court No. DC-2022-CV-0868, Honorable Les Hatch, Presiding March 31, 2026 MEMORANDUM OPINION Before PARKER, C.J., and DOSS and YARBROUGH, JJ. Appellant, Joe Earl Anderson, appearing pro se, appeals an adverse judgment granted in favor of appellees, Victor Carranza and Lucia Hermosillo.

Because Anderson has failed to comply with Texas Rule of Appellate Procedure 38.1, any issues presented for review have been waived. We affirm the judgment of the trial court. BACKGROUND Carranza and Hermosillo signed a residential contract for deed and manufactured home with Anderson for \$86,000.

After they made a down payment of \$55,000 and monthly payments totaling \$9,896.74, Anderson refused a check for \$21,903.70 that would have satisfied the remaining contractual balance. Carranza and Hermosillo sued Anderson for breach of contract, suit to quiet title, failure to record the contract in the deed records, and failure to transfer title of the property.

The trial court granted a partial summary judgment against Anderson and ordered Anderson to transfer the property at issue to Carranza and Hermosillo. In a letter ruling and subsequent order, the trial court awarded Carranza and Hermosillo attorney's fees of \$5,450 and ordered the fees be offset from the \$21,903.70 balance they owed under the contract.

After offset, \$16,453.70 was placed into the registry of the court for the benefit of Anderson. The trial court signed a final judgment incorporating the summary judgment and order to submit funds

into the registry of the court. Anderson timely filed his appeal. ANALYSIS 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.

See *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.). Pro se parties must comply with the rules requiring adequate briefing and citations to the record. *Sneed v. Stamat*, No. 09-19-00379-CV, 2021 Tex. App. LEXIS 2155, at *3 (Tex.

App.—Beaumont Mar. 18, 2021, no pet.) (mem. 2 op.). The failure to provide citations, argument, and analysis as to an appellate issue may waive the issue. See *ERI Consulting Eng’rs, Inc. v. Swinnea*, 318 S.W.3d 867, 880 (Tex. 2010).

In a prior letter, this Court informed Anderson that his brief failed to comply with the requirements of Texas Rule of Appellate Procedure 38.1. We identified deficiencies in the brief, directed Anderson to file a corrected brief, and admonished Anderson that a noncompliant brief could be stricken or result in waiver of his arguments. See *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.) (“Appellate issues must be supported by argument and authority, and if they are not so supported, they are waived.”). Although he filed an amended brief, it too fails to comply with Rule 38.1. Anderson’s briefing, construed liberally, is a series of conclusory statements and allegations that Carranza and Hermosillo breached the contract at issue.

However, the brief fails to identify any applicable law, legal standard, or any error by the trial court. Further, the brief fails to provide record references or any analysis applying the law to the facts. Thus, the brief fails to satisfy the requirements of Rule 38.1. See TEX. R. APP. P. 38.1(i) (appellate brief must contain, among other things, “a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record”); see also *Valadez v. Avitia*, 238 S.W.3d 843, 845 (Tex.

App.—El Paso 2007, no pet.) (merely uttering brief, conclusory statements unsupported by legal citations does not satisfy requirements of Rule 38.1); *King v. Wells Fargo Bank, N.A.*, 205 S.W.3d 731, 734–35 (Tex. App.—Dallas 2006, no pet.) (appellate courts have no duty to make independent search of appellate record for evidence to support appellant’s contentions).

3 “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.” *Briggs v. Bank of Am., N.A.*, No. 04-16- 0087-CV, 2017 Tex. App.

LEXIS 1423, at *4 (Tex. App.—San Antonio Feb. 22, 2017, no pet.) (mem. op.); see also *Washington v. Bank of N.Y.*, 362 S.W.3d 853, 854 (Tex.

App.— Dallas 2012, no pet.) (bare assertions of error, without argument or authority, present nothing for review on appeal). Therefore, we conclude that Anderson has waived his issues by inadequate briefing. See TEX. R. APP. P. 38.1(i); Briggs, 2017 Tex. App. LEXIS 1423, at *9 (pro se appellant presented nothing for review on appeal where brief was “procedurally and substantively inadequate”).

CONCLUSION Finding that Anderson has failed to raise an issue for review, we affirm the trial court’s judgment. Judy C. Parker Chief Justice 4