

STATE OF INDIANA) IN THE ELKHART SUPERIOR
COURT 6
)
COUNTY OF ELKHART) CASE NO: 20D06-1611-PL-000294

MARTIN ESSIG

V.

RC 3 REALTY LLC, ROBERT W MCCOIGE

ORDER

Bench Trial Held this date; Plaintiff in person as self represented litigant, Defendant Robert McCoige in person and by counsel, RC 3 Realty by counsel, at the conclusion of the Plaintiff's Case, the Defendants move for Involuntary Dismissal pursuant to Trial Rule 41 (B), after hearing arguments and considering same over the lunch break, the court grants same as to Plaintiff's Cause of Action in Counts I, II and III, the court being the Trier of Fact and weighing the credibility of the witnesses and considering the evidence the court finds there is no substantial evidence of probative value supporting Plaintiff's cause of action and the court finds the testimony of Mr. Essig and Ms Olds are complete fabrications. Their manner of testimony and the court's observations of their testimony leads the court to this conclusion. The Plaintiff has been involved with three different landlords in seven different claims of water damage to his property.

Further, that even if there were any credibility to the testimony of Mr. Essig and Ms. Olds the law does not support the Plaintiff's contentions that negligence theory may be utilized when there are allegations of purely economic loss under a contract. Here that contract indicates Plaintiff is responsible for any loss to his personal property. Further, Plaintiff never left the property until evicted by court order. The court disbelieved the Plaintiff's contentions that Defendant did not

properly maintain the building nor did the court believe Plaintiff's contentions concerning the second floor tenants.

Evidence was heard on Defendant's Claim against Plaintiff for failure to pay rent, as well as, late fees, attorney fees and breach of the floor bracing issue and grants Robert W. McCoige and RC3 Realty LLC judgment against Martin Essig in the sum of six thousand dollars (\$6,000.00) with post judgment interest as allowed by law or as the parties' contract may allow.

So ordered on this the 19th day of January, 2018.



Judge David C. Bonfiglio
Elkhart Superior Court 6



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