COURT OF APPEALS
DECISION
DATED AND FILED

July 26, 2011

A. John Voelker
Acting Clerk of Court of Appeals

Appeal No. 2010AP2166 **Cir. Ct. No. 2009SC43272**

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT I

LANDMARK CREDIT UNION,

PLAINTIFF-RESPONDENT,

V.

ROBERT M. CARMICHAEL,

DEFENDANT-APPELLANT.

APPEAL from a judgment and an order of the circuit court for Milwaukee County: JANE V. CARROLL, Judge. *Affirmed.*

¶1 KESSLER, J.[1] Robert M. Carmichael, *pro se,* appeals a small claims replevin judgment granted in favor of Landmark Credit Union ("Landmark") for repossession of Carmichael's vehicle. Carmichael also appeals

[1] This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2) (2009-10). All references to the Wisconsin Statutes are to the 2009-10 version unless otherwise noted.

the small claims court's order denying Carmichael's postjudgment motion to dismiss. We affirm.

BACKGROUND

¶2 On October 16, 2006, Carmichael entered into a Motor Vehicle Consumer Simple Interest Sale and Security Agreement for the purchase of a 2000 Ford Excursion. Carmichael applied for and obtained purchase money financing from Landmark in the amount of $16,791.98, at which time the agreement was assigned to Landmark. Pursuant to the Agreement, Carmichael was to make monthly payments for fifty-nine consecutive months. Landmark was granted a security interest in the vehicle and Carmichael was to pay property insurance on the collateral.

¶3 Carmichael failed to make regular monthly payments. On October 20, 2009, Landmark sent Carmichael a Notice of Right to Cure Default, giving Carmichael two weeks to pay $1,682.50. When Carmichael did not cure the default, Landmark commenced a small claims replevin action on December 10, 2009.

¶4 After multiple adjournments, Landmark filed a motion for summary judgment seeking a replevin judgment. The small claims court denied the motion and the matter proceeded to a court trial on May 24, 2010. The small claims court found in favor of Landmark and entered judgment for the repossession of Carmichael's property plus costs and fees. On May 26, 2010, the small claims court received a written objection to the replevin order for judgment from Carmichael, in which Carmichael argued that the small claims court was not competent to preside over Landmark's action because the value of the vehicle exceeded $5000 and that, among other things, he was not in default. On June 1,

2010, the small claims court issued an order denying Carmichael's objection and signed an Order for Replevin Judgment.

¶5 Carmichael subsequently filed two separate motions to dismiss. The first of the two argued that judgment against him should be dismissed because Landmark sought both a replevin and deficiency judgment. The small claims court denied this motion at a hearing, finding that Carmichael lacked grounds for dismissal. The second motion to dismiss argued that the small claims court did not have jurisdiction over the replevin action. The motion was denied by a written order stating that Carmichael did not raise new issues of fact or law in his most recent motion.[2] This appeal follows.

DISCUSSION

¶6 On appeal, Carmichael contends that the small claims court "was not competent to entertain Landmark Credit Union[']s small claim[s] action," and that his loan was not in default.

¶7 We note first that Carmichael's brief on appeal contends that the small claims court lacked competency, while his motion to dismiss that is the subject of this appeal argues that the small claims court lacked subject matter jurisdiction. Subject matter jurisdiction and competency are separate doctrines.[3] Carmichael's brief on appeal simply reiterates his contention that he

[2] The Honorable John Siefert presided over the court trial. The Honorable Jane V. Carroll issued the order denying Carmichael's motion to dismiss that is the subject of this appeal.

[3] *See* ***Village of Trempealeau v. Mikrut***, 2004 WI 79, ¶ 8, 273 Wis. 2d 76, 681 N.W.2d 190 (Subject matter jurisdiction refers to a court's power to hear a particular case under the Wisconsin Constitution.); *see also* ***Kohler Co. v. Wixen***, 204 Wis. 2d 327, 336, 555 N.W. 2d 640 (Ct. App. 1996) (Competency "is a narrower concept than subject matter jurisdiction and is grounded in the court's power to exercise its subject matter jurisdiction.").

previously challenged the small claims court's competency/jurisdiction over the replevin action. This is the extent to which his argument is developed before us. This court will not consider arguments unsupported by legal authority. *See* ***State v. Shaffer***, 96 Wis. 2d 531, 545-46, 292 N.W.2d 370 (Ct. App. 1980). Nor will we develop Carmichael's arguments for him. *See* ***Barakat v. DHSS***, 191 Wis. 2d 769, 786, 530 N.W.2d 392 (Ct. App. 1995). These maxims of appellate law are sufficient grounds for us to affirm the small claims court's denial of Carmichael's motion to dismiss; however, we will nonetheless address the question of whether the small claims court lacked subject matter jurisdiction or competency to hear this action.

¶8 Carmichael's motion to dismiss and brief to this court contend that the small claims court lacked subject matter jurisdiction/competency to preside over this action because the value of the vehicle at issue exceeded $5000, the statutory limit on small claims replevin actions set by WIS. STAT. § 799.01(1)(c). An exception to this jurisdictional limit, however, is found in WIS. STAT. § 425.205(1). The statute provides:

> [A] creditor seeking to obtain possession of collateral or goods subject to a consumer lease shall commence an action for replevin of the collateral or leased goods. Those actions shall be conducted in accordance with ch. 799, notwithstanding s. 799.01 (1)(c) and the value of the collateral or leased goods sought to be recovered[.]

Id. Carmichael's vehicle is collateral under his contract with Landmark. The small claims court had subject matter jurisdiction in this action, was competent, and properly denied Carmichael's motion to dismiss.

¶9 Carmichael also contends that his loan was not in default and the small claims court therefore erroneously entered judgment in Landmark's favor.

He contends that he has paid $2950 since Landmark commenced the replevin action and that he was credited $1084. Carmichael's contention is not supported by facts in the record. Because Carmichael did not order a transcript of the proceedings, we must assume that the transcript supports the small claims court's findings. ***Austin v. Ford Motor Co.***, 86 Wis. 2d 628, 634, 273 N.W.2d 233 (1979). *See also* ***Manke v. Physicians Ins. Co. of Wis., Inc.***, 2006 WI App 50, ¶60, 289 Wis. 2d 750, 712 N.W.2d 40 (appellant has the responsibility to present a complete record). Therefore, we must conclude that the small claims court did not erroneously find Carmichael in default of his loan.

CONCLUSION

¶10 For the foregoing reasons, we affirm the small claims court.

By the Court.—Judgment and order affirmed.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)4.