

No. 1-07-0088

to show that, at trial, any evidence indicated that the Buyers Guide on her vehicle indicated a 100% warranty. The trial court was presented with testimony and evidence at trial. See People v. Ortiz, 196 Ill. 2d 236, 259 (2001) (the trier of fact is in a better position to evaluate the credibility of witnesses and to draw inferences from the evidence before it). Absent evidence to the contrary, we presume the trial court acted according to the law. See Gilmore, 237 Ill. App. 3d at 754. Accordingly, judgment in favor of defendant was not against the manifest weight of the evidence.

Plaintiff's arguments that the trial court erred in rendering judgment in favor of defendant on plaintiff's breach of contract and breach of warranty claims are equally unpersuasive. Specifically, plaintiff argues that defendant "misrepresented the mechanical condition of the subject car, the terms of a warranty, and played tricks on a Buyer's Guide." There is no evidence in the record to support these contentions. Specifically, nothing in the record, including evidence submitted at trial, the numerous pleadings, appellate briefs, nor the proposed bystanders' reports provides evidence concerning any alleged defect to the subject vehicle, nor, accordingly, that defendant misrepresented the mechanical condition of the subject car. Absent evidence to the contrary, we presume the trial court acted according to the law. See Gilmore, 237 Ill. App. 3d at 754.

For the foregoing reasons, we affirm the judgment of the circuit court of Cook County and deny plaintiff's motion to strike defendant's proposed bystander's report.

Affirmed; motion taken on appeal denied.

FITZGERALD SMITH, P.J., with O'MARA FROSSARD and TOOMIN, JJ., concurring.