

**IN THE COURT OF APPEALS OF IOWA**

No. 0-353 / 09-1263  
Filed June 16, 2010

**BRUCE REINDERS,**  
Plaintiff-Appellant,

**vs.**

**ANDREA VAN BEEK,**  
Defendant-Appellee.

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Appeal from the Iowa District Court for Sioux County, Steven J. Andreasen, Judge.

The plaintiff appeals the district court's order entering judgment in his favor and against the defendant. **APPEAL DISMISSED.**

Bruce Reinders, Traer, pro se appellant.

Curtis Krull of Krull Law Firm, L.L.C., Orange City, for appellee.

Considered by Vogel, P.J., and Potterfield and Danilson, JJ.

**VOGEL, P.J.**

On October 25, 2007, Bruce Reinders filed the present breach of contract action against Andrea Van Beek. Van Beek counterclaimed seeking breach of contract damages. A trial was held. On July 17, 2009, the district court found that the parties mutually rescinded the contract and should be restored to the “status quo” that existed at the time the contract was executed. Damages for both parties were found. As the district court found Reinders’s damages exceeded Van Beek’s damages, judgment was entered in favor of Reinders and against Van Beek in the amount of \$11,421.29. Van Beek paid the judgment in full to the clerk of court and Reinders accepted payment from the clerk of court, which satisfied the judgment. See Iowa Code §§ 624.20, 624.37 (2007).

Reinders appeals challenging the district court’s finding that the parties mutually rescinded the contract and seeking additional damages. Van Beek initially argues that Reinders may not now assert his claims because judgment has been satisfied. We agree and find Reinders’s appeal should be dismissed as his claims are moot.

When the plaintiff [ ] accepted and negotiated without reservation or protest, the check tendered by the clerk paying the judgment in full, the plaintiff [ ] satisfied the judgment. When valid consideration is offered, intended and accepted in full satisfaction of a claim, an accord and satisfaction takes place. When the money was accepted, it satisfied the claim and the claim was canceled.

*Kissner v. Brown*, 487 N.W.2d 97, 98-99 (Iowa 1992). Therefore, we dismiss Reinders’s appeal. Costs on appeal are assessed to Reinders.

**APPEAL DISMISSED.**