

IN THE COURT OF APPEALS OF IOWA

No. 1-722 / 11-0629
Filed December 7, 2011

JEFF ANDERSON,
Plaintiff-Appellant,

vs.

**M.A.N. EQUIPMENT SALES, L.L.C.,
RICHARD ANDERSON, and
MICHELLE A. NITKE,**
Defendants-Appellees.

Appeal from the Iowa District Court for Jefferson County, Michael R. Mullins, Judge.

Jeff Anderson appeals a district court order that did not enter judgment against Michelle A. Nitke on the basis of his claim for breach of contract.

APPEAL DISMISSED.

Jeffrey R. Logan of Curran Law Office, Ottumwa, for appellant.

Steven E. Ort of Bell, Ort & Liechty, New London, and Gary L. Wiegel of Wiegel Law Office, Mount Pleasant, for appellees.

Considered by Vogel, P.J., and Potterfield and Danilson, JJ. Mullins, J., takes no part.

VOGEL, P.J.

On November 29, 2005, Jeff Anderson wired a \$100,000 loan that he believed was for his brother Richard Anderson and his significant other Michelle A. Nitke. However, the money was wired to an account held by M.A.N. Equipment Sales, L.L.C. (M.A.N.), which is owned by Michelle. After receiving no payments on the loan, Jeff filed a petition at law, alleging breach of contract and fraud against Richard, Michelle, and M.A.N. Trial to the court was held on March 11, 2011. The district court found there was a contract between Jeff and Richard, which Richard had breached by failing to pay the principal and interest on the loan, and entered judgment against Richard for \$107,398.56, plus interest. The court dismissed the petition as to Michelle and M.A.N.¹ Jeff appeals, stating the district court erred in failing to enter judgment against Michelle.

In cases tried at law, our review is for correction of errors at law. Iowa R. App. P. 6.907; *Blackford v. Prairie Meadows Racetrack & Casino, Inc.*, 778 N.W.2d 184, 187 (Iowa 2010). Moreover, “[i]t is a fundamental doctrine of appellate review that issues must ordinarily be both raised and decided by the district court before we will decide them on appeal.” *Meier v. Senecaut*, 641 N.W.2d 532, 537 (Iowa 2002). “When a district court fails to rule on an issue properly raised by a party, the party who raised the issue must file a motion requesting a ruling in order to preserve error for appeal.” *Id.*

Michelle contends error was not preserved as to Jeff’s challenge on appeal—that the district court failed to make certain findings and draw the

¹ The district court noted, “M.A.N. may have been a third-party beneficiary, or may have just been a conduit to Richard.”

appropriate conclusion that Michelle was a party to the contract—because he did not file a motion to enlarge as required by Iowa Rule of Civil Procedure 1.904(2). We find that because the district court did not rule on whether the loan agreement was between Jeff and Michelle, and because Jeff did not file a motion to enlarge the findings as provided for in Iowa Rule of Civil Procedure 1.904(2), error was not preserved for our appellate review.

APPEAL DISMISSED.