

IN THE COURT OF APPEALS OF IOWA

No. 6-386 / 05-1692
Filed May 24, 2006

**IN THE MATTER OF THE ESTATE OF
MARSHALL JOSEPH HOFFMAN,**
Deceased,

ANGELA THOMAS,
Appellant.

Appeal from the Iowa District Court for Buchanan County, Thomas N.
Bower, Judge.

Gary F. McClintock of Hoeger & McClintock, Independence, for appellant-
Angela Thomas.

A.J. Flickinger of Craig, Wilson & Flickinger, Independence, for appellee.

Considered by Mahan, P.J., and Hecht and Eisenhauer, JJ.

HECHT, J.

Angela Thomas appeals from a district court ruling denying her claim against the Estate of Marshall Joseph Hoffman for the value of services rendered to the decedent. We affirm.

I. Background Facts and Proceedings.

Hoffman was rendered paraplegic in the early 1960's as a consequence of an accident. He retained sufficient physical capacity to work at the Mental Health Institute where he met Thomas, a co-employee, in 1989. Thomas, who had work experience as an aide in the Institute's geriatric and medical wards, needed a place to live in 2001 after a fire destroyed her home and she separated from her husband. At Hoffman's invitation, Thomas moved in with Hoffman and his elderly mother in March of 2001. From that time forward, Thomas provided extensive physical care for Hoffman. She maintained Hoffman's catheter, supervised his bowel program,¹ monitored his oxygen, regularly turned him in bed, and provided many other necessary types of routine daily care. Hoffman's condition deteriorated, and he retired from his employment in 2003.

Thomas received certain benefits while living with and caring for Hoffman. She lived without cost in Hoffman's fully furnished home. Hoffman paid for her food, allowed her to use a vehicle, and provided her with a cell phone. Hoffman also periodically drew checks naming Thomas as the payee.²

¹ After it became too difficult to maneuver Hoffman to the bathroom, Thomas regularly administered suppositories and other forms of care which made it possible for Hoffman to have bowel movements in his bed.

² For example, twenty-five checks totaling \$5,660 were drawn on Hoffman's bank account and made payable to Thomas between December 5, 2003 through May 23, 2004.

Thomas testified that she and Hoffman were never formally married³, but felt that they “lived as man and wife” after exchanging wedding rings in 2002. Hoffman died in June of 2004. His will⁴ included a bequest to Thomas in the amount of \$5,000.

Thomas filed a claim in Hoffman’s probate alleging entitlement to \$44,625 for services she rendered to Hoffman. The district court characterized the claim as one resting on the theories of “express or implied contract of employment” or “unjust enrichment.” After a hearing on the claim, the court found the parties had a “gratuitous relationship” in which the parties provided each other with goods and services at no cost, and concluded Thomas’s claim was without merit under both contract and unjust enrichment theories. Thomas appeals.

II. Scope of Review.

As probate claims are tried as law actions, our review is for correction of errors at law. *Stewart v. DeMoss*, 590 N.W.2d 545, 547 (Iowa 1999). In a law action, we review a district court’s determinations for errors in its application of legal principles and conclusions of law. Iowa R. App. 4; *Data Documents, Inc. v. Pottawattamie County*, 604 N.W.2d 611, 614 (Iowa 2000). Where the trial court sits as the finder of fact, the court’s findings have the effect of a jury verdict and bind us if substantial evidence supports them. *Papenheim v. Lovell*, 530 N.W.2d 668, 671 (Iowa 1995). Evidence is substantial when a reasonable mind could accept it as adequate to reach the same findings. *Bluffs Dev. Co. v. Board of*

³ Thomas makes no claim that the parties had a common-law marriage.

⁴ It should be noted that the bequest was made in a will that was drafted before Thomas began living with and providing care for Hoffman.

Adjustment, 499 N.W.2d 12, 14 (Iowa 1993). Evidence is not insubstantial merely because it would have supported contrary inferences. *Grinnell Mut. Reins. Co. v. Voeltz*, 431 N.W.2d 783, 785 (Iowa 1988).

III. Discussion.

The party seeking recovery on an implied contract must show (1) the services were carried out under such circumstances as to give the recipient reason to understand (a) they were performed for him and not some other person, and (b) they were not rendered gratuitously, but with the expectation of compensation from the recipient; and (2) the services were beneficial to the recipient. *Iowa Waste Sys., Inc., v. Buchanan County*, 617 N.W.2d 23, 30 (Iowa Ct. App. 2000). Thus, when one person performs services for another which are known to and accepted by the latter, the law implies a promise to pay for them. *In re Holta's Estate*, 246 Iowa 527, 531, 68 N.W.2d 314, 317 (1955); see also *Patterson v. Patterson's Estate*, 189 N.W.2d 601, 605 (Iowa 1971).

To prevail on her unjust enrichment theory, Thomas had the burden to prove (1) she conferred a benefit upon Hoffman to her own detriment, (2) Hoffman had an appreciation of receiving the benefit, (3) Hoffman accepted and retained the benefit under circumstances making it inequitable for there to be no return payment for its value, and (4) there is no at-law remedy that can appropriately address her claim. See *Irons v. Community State Bank*, 461 N.W.2d 849, 855 (Iowa Ct. App. 1990).

Thomas offered persuasive evidence tending to prove she provided Hoffman with excellent care, valuable services, and companionship during the time she resided with him. The district court found Thomas's services were

rendered gratuitously, and concluded they were thus not compensable under an implied contract theory. Moreover, the district court implicitly found that Hoffman did not accept and retain the benefit of Thomas's services under circumstances making it inequitable for there to be no return payment. Although we are convinced that a reasonable fact-finder could have made contrary findings, such a result was not mandated as a matter of law on this record. Thomas's own testimony tended to prove her relationship with Hoffman was deeper and more personal than one would expect between a care-provider and her patient. A reasonable fact-finder could have found on this record, as the district court did, that Thomas and Hoffman each provided the other with financial and personal benefits in the course of their relationship without a desire for or expectation of compensation. Our standard of review therefore dictates that we affirm the district court's ruling rejecting Thomas's implied contract claim.

The uncontroverted record includes substantial evidence tending to prove Thomas received substantial unremunerated financial benefits from Hoffman during the time they cohabited. Such evidence could lead a reasonable fact-finder to conclude, as the district court implicitly did, that equity does not require payment to Thomas for her services under the circumstances of this case. Thus, we must also affirm the district court's ruling in favor of the estate on Thomas's unjust enrichment claim.

AFFIRMED.