

IN THE COURT OF APPEALS OF IOWA

No. 6-417 / 05-0815
Filed August 9, 2006

KYLE WEBER and DANA WEBER,
Plaintiffs-Appellants,

vs.

NELS SCRANTON and SHAREEN SCRANTON,
Defendants-Appellees.

Appeal from the Iowa District Court for Jones County, Thomas M. Horan,
Judge.

The plaintiffs appeal from the district court ruling finding they had
breached a real estate contract with the defendants. **AFFIRMED.**

Todd B. Weimer, Anamosa, for appellant.

Craig Elliott, Anamosa, for appellee.

Considered by Vogel, P.J., and Zimmer and Vaitheswaran, JJ.

VOGEL, P.J.

The plaintiffs, Kyle and Dana Weber, appeal following a bench trial, in which the court found in favor of the defendants, Nels and Shareen Scranton, on the Webers' breach of contract action. They request that we reverse the decision which granted \$1300 in damages to the defendants.

We generally review breach of contract claims for correction of errors at law and will uphold the ruling of the district court if it is supported by substantial evidence. Iowa R. App. P. 6.4; *Land O'Lakes, Inc. v. Hanig*, 610 N.W.2d 518, 522 (Iowa 2000). In their brief on appeal, plaintiffs set forth the facts as they perceive them to be with references to the record. See Iowa R. App. P. 6.14(1)(d). However, in the "argument" division, while attacking the district court's analysis, there is absolutely no citation to any legal authority supporting plaintiffs' claims.¹ See Iowa R. App. P. 6.14(1)(f). We conclude the plaintiffs' have waived their arguments on appeal. Iowa Rule of Appellate Procedure 6.14(1)(c) provides that the "[f]ailure in the brief to state, to argue or to *cite authority* in support of an issue may be deemed waiver of that issue." (Emphasis added.) We are not bound to consider a party's position when their brief fails to comply with our rules of appellate procedure. *Hanson v. Harveys Casino Hotel*, 652 N.W.2d 841, 842 (Iowa Ct. App. 2002). We therefore affirm the district court.

AFFIRMED.

Vaitheswaran, J., concurs; Zimmer, J. concurs specially.

¹ The plaintiffs do cite two Iowa Rules of Appellate Procedure and two cases regarding this court's standard of review. However, they improperly cite to the previously-numbered version of the rules and, regardless, the citations erroneously proclaim our review of this breach-of-contract action to be de novo.

ZIMMER, J. (concurring specially)

I specially concur. I would affirm the district court on the merits.