

IN THE COURT OF APPEALS OF IOWA

No. 7-972 / 07-1037
Filed January 30, 2008

**J. DAVID HODGES d/b/a CHEQUEST
REHABILITATION,**
Plaintiff-Appellant,

vs.

**BRENDA BOLINE f/k/a BRENDA LARSEN
d/b/a RLJW, INC.,**
Defendant-Appellee,

Appeal from the Iowa District Court for Henry County, Cynthia H. Danielson, Judge.

Appeal from the adverse district court ruling in a suit for breach of contract, negligence, and an accounting. **AFFIRMED.**

Roger Huddle of Weaver & Huddle, Wapello, for appellant.

Timothy Roberts of Anderson, Roberts & Porth, P.L.C., Burlington, for appellee.

Considered by Sackett, C.J., Vaitheswaran and Baker, JJ.

SACKETT, C.J.

Plaintiff-appellant, J. David Hodges, appeals from the adverse district court ruling in his suit for breach of contract, negligence, and an accounting against defendant-appellee, Brenda Boline. He contends the court erred (1) in not finding the existence of a contract and that defendant breached the contract, and (2) in denying his demand for an accounting. We affirm.

I. Background Facts and Proceedings

Plaintiff operates a physical therapy clinic. Starting in 2001, defendant provided billing services to file insurance claims and bill patients. Over time, plaintiff had concerns about the amount of receipts from defendant's services. In November of 2005, plaintiff filed suit against defendant seeking damages for breach of an oral contract and an accounting of defendant's billing services.

Following a trial to the court, the court found plaintiff failed to prove the existence of an oral contract, the terms of the contract, a breach by defendant, or any amount of damages. It also determined there was no basis for an accounting because there was no contract.

II. Scope and Standards of Review

We review the judgment of a district court following a bench trial in a law action for correction of errors at law. The district court's findings of fact have the force of a special verdict and are binding on us if supported by substantial evidence. . . . In determining whether substantial evidence exists, we view the evidence in the light most favorable to the district court's judgment. If the district court's findings are ambiguous, they will be construed to uphold, not defeat, the judgment.

Chrysler Fin. Co. v. Bergstrom, 703 N.W.2d 415, 419 (Iowa 2005) (internal citations and quotations omitted).

III. Discussion

Plaintiff's first claim on appeal is that the district court erred in not finding the existence of an oral contract and that defendant breached the contract. Defendant admitted the existence of an oral contract in her answer and her testimony at trial supported this admission. There is substantial evidence in the record to support the district court's determination defendant did not commit a breach of contract. Consequently, we affirm the district court's denial of plaintiff's breach-of-contract claim.

Plaintiff's second claim is that the court erred in denying the claim for an accounting. The district court determined plaintiff was not entitled to an accounting. There is substantial evidence that defendant provided an accounting of her services. We find no abuse of discretion in the district court's denial of plaintiff's claim for an accounting.

AFFIRMED.