

**IN THE COURT OF APPEALS OF IOWA**

No. 8-906 / 07-0130  
Filed November 26, 2008

**DAN LEWIS,**  
Plaintiff-Appellee,

**vs.**

**MITCHELL REALTY, INC.,**  
Defendant-Appellant,

and

**GRANT MITCHELL,**  
Defendant.

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Appeal from the Iowa District Court for Woodbury County, Jeffery A. Neary, Judge.

Mitchell Realty, Inc. appeals following a jury verdict and judgment entry in favor of a homeowner in a breach of contract action. **AFFIRMED.**

Mitchell Realty, Inc. and Grant Mitchell, Saint Augustine, Florida, pro se.  
Timothy Clausen of Klass Law Firm, L.L.P., Sioux City, for appellee.

Considered by Sackett, C.J., and Eisenhauer and Doyle, JJ.

**DOYLE, J.**

Mitchell Realty, Inc. appeals following a jury verdict and judgment entry in favor of a homeowner in a breach of contract action. Upon our review, we affirm.

***I. Background Facts and Proceedings.***

This case arises out of a contract between Daniel Lewis and Mitchell Realty, Inc. for the purchase of Lewis's home in Sioux City, Iowa. When Mitchell Realty did not obtain financing for the purchase in the name of Mitchell Realty and backed out of the sale, Lewis sued Mitchell Realty and Grant Mitchell, individually, alleging breach of contract and fraudulent misrepresentation (later amended to negligent misrepresentation). Mitchell appeared pro se on behalf of Mitchell Realty and himself. A jury returned a verdict in favor of Lewis against Mitchell Realty on the breach of contract claim, and it found in favor of Mitchell on the negligent misrepresentation claim. Immediately following the verdict, Mitchell made a statement construed by the trial judge to be a motion for new trial. Lewis resisted the motion, and made a motion for additur. The motion for new trial was denied, and the motion for additur was granted. Mitchell Realty appeals.

***II. Discussion.***

Grant Mitchell, pro se, filed appellant's brief on behalf of Mitchell Realty. Mitchell failed to follow the Iowa Rules of Appellate Procedure, which govern the form and manner of briefs filed in our court. See *In re Estate of DeTar*, 572 N.W.2d 178, 180 (Iowa Ct. App. 1997). Although Mitchell is a nonlawyer, he is bound by the same standards as lawyers. *Id.* Thus, "[s]ubstantial departures from appellate procedures cannot be permitted on the basis that a nonlawyer is handling [his] own appeal." *Id.*

Our rules of appellate procedure provide:

Each division of the argument *shall* begin with a discussion, citing relevant authority, concerning the scope or standard of appellate review (e.g., “on error,” “abuse of discretion,” “de novo”) and *shall* state how the issue was preserved for review, with references to the places in the record where the issue was raised and decided.

Iowa R. App. P. 6.14(1)(f) (emphasis added). Mitchell’s brief does not follow this rule. The brief does not state the standard and scope of review applicable to the issues raised on appeal, nor does the brief state how any of the issues were preserved for appeal.

When a party’s brief fails to comply with our rules of appellate procedure, we are not bound to consider that party’s position. *DeTar*, 572 N.W.2d at 181. Failure such as those set forth above “can lead to summary disposition of an appeal.” *Id.*; see also *Inghram v. Dairyland Mut. Ins. Co.*, 215 N.W.2d 239, 240 (Iowa 1974) (dismissing appeal based on party’s failure to cite any authority).

It is difficult to discern the specific legal issues raised by Mitchell, other than the assertions the jury “was wrong when it ruled that Mitchell Realty, Inc. breached the contract” and that the jury “made a false decision by agreeing with what the seller and his attorney said that it was a ‘breach of contract.’” Not one authority is cited in the brief.<sup>1</sup> See Iowa R. App. P. 6.14(1)(c) (“Failure in the brief to state, to argue or to cite to authority in support of an issue may be deemed waiver of that issue.”); *Pierce v. Staley*, 587 N.W.2d 484, 487 (Iowa 1989). We therefore deem those issues waived.

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<sup>1</sup> Under the brief’s table of authorities, “None” is listed for cases, statutes, and other authorities.

Notwithstanding the above, we have reviewed the record and discern no errors of law. See Iowa R. App. P. 6.24(4).

***III. Disposition.***

For the foregoing reasons, we affirm the judgment of the district court.

**AFFIRMED.**