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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

NORVIN THOMAS,	)	
Plaintiff-Appellee,	)	Filed May 31, 1988
vs.	)	
LARRY BUSS and BUNITA BUSS,	)	8-115 87-1361
Defendants-Appellants.	)	

Appeal from the Iowa District Court for Harrison County (24406), Leo Connolly, Judge.

Defendants appeal the decision of the district court ordering them to pay plaintiff for work performed by him on land the defendants subsequently leased. **AFFIRMED.**

Noel K. Mumm, Missouri Valley, for defendants-appellants.

Debra Peterson of Perkins, Sacks, Hannan, Reilly & Peterson, Council Bluffs, for plaintiff-appellee.

Heard by Oxberger, C.J., and Donielson and Hayden, JJ.

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HAYDEN, J.

Defendants, Larry and Bunita Buss, appeal the decision of the district court ordering them to pay plaintiff, Norvin Thomas, for work performed by him on land the Busses subsequently leased. The Busses assert the court improperly calculated the amount they were ordered to pay by utilizing the cost of the services to Thomas instead of the value of the services to them. The Busses also contend there was not substantial evidence to support finding an express contract between them and Thomas. They therefore assert the district court erred by overruling their motion to enlarge the court's findings so as to specify whether the court found an express or an implied contract. We affirm.

In 1985 Thomas was the tenant on a farm owned by David and Alice Wiltse. In the fall of that year Thomas disked 180 acres of this farm and applied fertilizer to a portion of the farm. However, in 1986 the Busses became the tenants on the farm. Thomas then brought this action to recover the reasonable value of the goods and services provided by his disking and application of fertilizer. He alleged the Busses had breached an express oral agreement with him that they would pay him for these goods and services. In the alternative, Thomas alleged, in essence, the existence of an implied contract since the goods and services were accepted by the Busses and were beneficial to them.

The Busses have admitted liability for the disking and fertilizer, but they assert the district court erred in its calculation of the value of these goods and services. They contend the proper measurement of value is the benefit received by them. The Busses assert the district court made its calculation erroneously by merely determining the cost of the goods and services to Thomas.

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We note at the outset the Busses admission of liability at trial is binding on appeal. See Bartels v. Hennessey Bros., Inc., 164 N.W.2d 87, 91 (Iowa 1969). We therefore conclude the district court did not err by declining to specify whether it found an express or implied contract. After the Busses stipulated to liability, the only issue remaining before the court was the reasonable value of the disking and fertilizer.

Our review of the district court's determination of reasonable value is at law. Iowa R. App. P. 4. The court's findings of fact are binding upon us if supported by substantial evidence. Iowa R. App. P. 14(f)(1).

It is well-settled in Iowa where there is no agreement as to the amount of compensation, the law implies a promise to pay reasonable compensation. See, e.g., Heninger & Heninger v. Davenport Bank & Trust, 341 N.W.2d 43, 48 (Iowa 1983); Olberding Const. Co. v. Ruden, 243 N.W.2d 872, 875 (Iowa 1976). Thus, the proper measure of recovery is the reasonable or fair value of the goods and services. See Olberding, 243 N.W.2d at 875.

In this case the evidence presented by the Busses focused on the relative lack of benefit they received from the disking and fertilizing done by Thomas. By contrast, the evidence presented by Thomas focused on the cost to him of the disking and fertilizing. The district court, in attempting to ascertain the reasonable value of these goods and services, essentially was faced with the dilemma of choosing the amount suggested by one party or the other, or splitting the difference between the amounts suggested. The court clearly found Thomas's evidence and testimony more credible and reasonable, as is apparent in its calculation of reasonable value. Our review of the record persuades us the district court's calculation is supported by substantial evidence.

AFFIRMED.