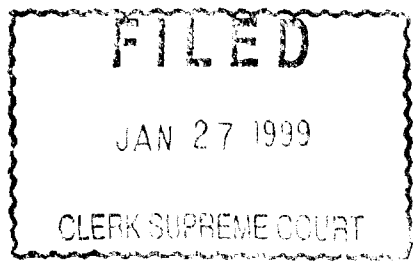
IN THE COURT OF APPEALS OF IOWA

No. 8-616 / 97-1631
Filed January 27, 1999



IN THE MATTER OF THE ESTATE OF KENNETH C. FRENCH, Deceased, JESSICA FRENCH,
Appellant,

vs.

ANITA P. FRENCH, as Executor of the Estate of Kenneth C. French,,
Appellee.

Appeal from the Iowa District Court for Floyd County, Paul W. Riffel, Judge.

Jessica French appeals the denial of her probate claim. **AFFIRMED.**

Judith O'Donohoe of Elwood, O'Donohoe, O'Connor & Stochl, Charles City for appellant.

Randall E. Nielsen of Pappajohn, Shriver, Eide & Nicholas, P.C., Mason City, for appellee.

Considered by Sackett, C.J., and Huitink, Streit, Vogel, and Mahan, JJ. Zimmer, J., takes no part.

HUITINK, J.

On appeal from the denial of her probate claim Jessica French argues the district court erred in ruling she had failed to prove: (1) a breach of contract; (2) her father's promise to pay for her tuition and books was enforceable under the theory of promissory estoppel; and (3) she relied on her father's promise to her detriment.

Kenneth French, Jessica's father, died in November 1992. In December 1993 Jessica filed a claim in probate seeking $96,000 in payment for her undergraduate and planned graduate education. She claimed she and her father had agreed if she attended a community college for two years he would pay for the remainder of her college and law school education. Jessica attended NIACC for two years, earning an associate's degree. She then transferred to Drake, earning a bachelor's degree in journalism in five semesters. She planned to attend Drake law school, but had not applied at the time she filed the claim.

Jessica's stepmother, executrix of Kenneth's estate, denied the claim and moved for summary judgment. The district court granted the motion and Jessica appealed. We reversed, holding summary judgment had been improperly granted on the claim of promissory estoppel. We also determined there had been no bargaining—hence no contract.

Upon remand, the district court found Jessica failed to prove a clear and definite oral agreement between herself and Kenneth with respect to payment of her college costs and the duration and amount of financial support to be paid beyond her

two years at the community college. Even if there were such an agreement, the court concluded Jessica did not prove she acted to her detriment in reliance on it.

In a law action, we review the district court's determinations for errors in its application of legal principles and conclusions of law. Iowa R. App. P. 4; *Waukon Auto Supply v. Farmers & Merchants Sav. Bank*, 440 N.W.2d 844, 846 (Iowa 1989). Where the trial court sits as the finder of fact, its findings have the effect of a jury verdict and bind us if substantial evidence supports them. *Waukon*, 440 N.W.2d at 846; *Grinnell*, 431 N.W.2d at 785; *In re Mt. Pleasant*, 426 N.W.2d at 129; *Cross*, 395 N.W.2d at 846-47. Evidence is substantial when a reasonable mind could accept it as adequate to reach the same findings. *Waukon*, 440 N.W.2d at 846; *Grinnell*, 431 N.W.2d at 785. Evidence is not insubstantial merely because it would have supported contrary inferences. *Grinnell*, 431 N.W.2d at 785.

In her appeal, Jessica claims the district court erred in ruling she failed to prove breach of contract. The executrix, Anita, contends this issue was not addressed by the district court upon remand and should not now be considered on appeal. We conclude the first appeal resolved this issue against Jessica and it is the law of the case. *See Feller v. Scott County Civil Service Comm'n*, 482 N.W.2d 154, 158 (Iowa 1992).

Jessica also claims the district court erred in ruling she failed to prove her father's promise to pay for her tuition and books was enforceable under promissory estoppel and that she relied on the promise to her detriment. We disagree. The elements of promissory estoppel are: (1) a clear and definite oral agreement; (2) proof

the party urging the doctrine detrimentally relied on the agreement; and (3) a finding the equities support enforcement of the agreement. *Matter of Scheib Trust*, 457 N.W.2d 4, 8 (Iowa App. 1990). Substantial evidence supports the finding Kenneth made vague and inconsistent statements concerning financing Jessica's education after NIACC. We determine the court did not err in concluding Jessica did not prove a clear and definite agreement on the duration and amount of financial support beyond her two years at NIACC.

AFFIRMED.