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Considered by Oxberger, C.J., and Hayden, and Sackett, JJ.

Defendant appeals from the amount of damages awarded on its counterclaim in this case arising out of breaches of a contract for sale of a business and a covenant not to compete. On appeal, defendant asserts that: (1) the case should be reviewed de novo; and (2) the amount of trial court's damage award was not supported by the evidence. In response, plaintiffs assert, inter alia, that the case was tried at law, and that therefore the scope of review is for errors of law. We affirm.

I. Scope of Review

The scope of our review in this case is in dispute. The general rule is that the essential character of the cause of action and the remedy of relief it seeks, as shown by the allegations of the complaint, determine whether a particular action is at law or in equity. Mosebach v. Blythe, 282 N.W.2d 755, 758 (Iowa Ct. App. 1979). Appellant's claim is for damages and injunction pursuant to a not to compete clause. If, as here, both legal and equitable relief are demanded, the action is ordinarily classified according to what appears to be its primary purpose or its controlling issue. Id. at 758. The basic relief sought in this case is damages. Accordingly, we conclude that this action was tried at law. Therefore, if the trial court's judgment is supported by substantial evidence, it will not be disturbed on appeal. Id. at 758.

II. Covenant Not to Compete

Appellant, Midwest, claims the trial court failed to award adequate damages due to a breach of a covenant not to compete. The trial court awarded \$2000 for the breach, a figure considerably lower than what Midwest claimed as damages. Midwest's argument was that its loss of profits due to the breach totaled \$20,000—such figure supposedly based upon the difference between the gross sales before

and after Leacox left Midwest's employment. We will not speculate as to why Midwest's gross sales were down; however, we do not believe this breach was attended by damages totaling \$20,000.

The measure of damages in an action for the breach of an agreement not to compete is usually difficult of exact computation; however, he who is damaged will not be precluded from recovering because of that fact. See Orkin Exterminating Company, Inc. (Arwell Division) v. Burnett 160 N.W.2d 427, 430 (Iowa 1968). The question as to whether damages awarded in a given case are inadequate must be determined on the peculiar facts of that case. Householder v. Town of Clayton, 221 N.W.2d 448, 493 (Iowa 1974). Generally, damages should be commensurate with the injury, and be sufficient to right the wrong done to the injured party. Id. at 493. The evidence in this case indicated the extent of Leacox's breach of the covenant consisted of laying out some lots, hauling granite on three occasions, and unloading monuments on one or two occasions for the Hackett Monument Company. Therefore, even though the trial court offered no calculations as to how it arrived at the award figure, considering the extent of this breach, we find that \$2000 fairly and reasonably compensates Midwest. See id. at 493. The trial court's award is supported by substantial evidence, and therefore, will not be disturbed on appeal.

III. Employment Agreement

Appellant, Midwest, asserts that the trial court erred by not awarding damages pursuant to Leacox quitting in violation of the employment agreement. The rule is that "[i]f it is speculative and uncertain whether damages have been sustained, recovery is denied." This case presents considerable dispute whether Leacox quit or whether he was fired. It is Midwest's burden to establish a claim of damages with some reasonable certainty. See Conley v. Warne, 236 N.W.2d 682,

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687 (Iowa 1975). The evidence in this case does not convince us that Midwest has met that burden. Therefore, we cannot agree that the trial court erred under these peculiar circumstances.

IV. Other Work on Company Time

Lastly, Midwest contends that damages should be awarded because Leacox and others did personal work for Leacox on company time. It is undisputed that such was the case. Leacox was hired to run the business as he had done as owner. All the evidence indicates that he did just that. Furthermore, there is no evidence that such personal business interfered with Midwest's interest in any way. Therefore, we find no error in the trial court's ruling and affirm the award granted.

AFFIRMED.