

IN THE COURT OF APPEALS OF IOWA

FILED

SEP - 6 1984

CLERK SUPREME COURT

INVIVO, INC.,

)

Plaintiff-Appellant,

)

Filed September 6, 1984

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vs.

)

JOHN COY,

)

4-261

83-1365

Defendant-Appellee.

)

Appeal from the Iowa District Court for Johnson County - William L. Thomas, Judge.

Plaintiff appeals from the dismissal after bench trial on the merits of his claim against defendant for \$10,080 for products which it claims were purchased by defendant. AFFIRMED.

Thomas D. Hobart of Meardon, Sueppel, Downer & Hayes, Iowa City, Iowa, for plaintiff-appellant.

Douglas S. Russell of Stein, Hibbs & Russell, Iowa City, Iowa, for defendant-appellee.

Considered by Oxberger, C.J., Donielson, and Schlegel, JJ.

PER CURIAM

Plaintiff, Invivo, Inc., appeals from the dismissal after bench trial on the merits of his claim against defendant, John Coy, for \$10,080 for products which Invivo claims were purchased by Coy.

In this law action, our review is limited to errors of law. Iowa R. App. P. 4. In an action at law, the findings of the trial court are binding upon the appellate court if those findings are supported by substantial evidence. Iowa R. App. P. 14(f)(1).

Invivo does not dispute that the sole issue in this case is whether Coy obtained the products for which Invivo seeks payment as an agent for the company known as Sol-Lif, or for himself. If Coy received them in an agency capacity, Invivo cannot maintain an action against him for the charges made. If Coy received the products on his own behalf, Invivo can prevail.

Invivo claims that the trial court imposed upon it the burden of proving that no agency existed between Coy and Sol-Lif. The record does not support this position. It is apparent from the ruling of the trial court that the court found an agency relationship in the acquisition of the products involved in this case, and accordingly, found that Invivo had failed to carry its burden to prove its case. In finding that Coy acted on behalf of Sol-Life, the court found that Invivo had no cause of action against Coy and that Coy was entitled to judgment. That finding was supported by substantial evidence, and is therefore binding upon us. We find no error. The action of the trial court is affirmed.

AFFIRMED.