FILED
DEC 22 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

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| **DALE G. ULCH,** | ) | |
| Claimant-Appellee, | ) | |
| vs. | ) | |
| **CHELSEA SAVINGS BANK, Temporary Conservator of the Property of WALTER H. KOENIGSBERG and LULU G. KOENIGSBERG,** | ) | 8-256<br>87-1639 |
| Appellant. | ) | |

Appeal from the Iowa District Court for Benton County (PR3166-2-86 & PR3167-2-86), Thomas M. Horan, Judges.

Bank appeals the district court judgment awarding appellee money for services rendered to appellants prior to appellee's appointment as conservator. **AFFIRMED.**

Walter A. Kollmorgen of Kollmorgen & Schlue, Belle Plaine, for appellant.

Dale G. Ulch, Elberon, pro se.

Considered by Schlegel, P.J., and Hayden and Sackett, JJ.

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**PER CURIAM**

This is an appeal of the district court's judgment awarding Dale G. Ulch $58,790 for services rendered to Walter and Lulu Koenigsberg prior to Ulch's appointment as their conservator. The bank, as temporary conservator on this claim, contends that the allowance for compensation was excessive and was not substantiated by the evidence.

As pointed out by the appellant, this is an ordinary action, not triable de novo, and the decision as to contested facts is binding upon us if supported by substantial evidence. Iowa Code § 633.33 (1987). Appellant concedes: (1) that there was an implied agreement that the wards (Walter and Lulu) intended to pay for Ulch's services; and (2) that the claimant expected to be compensated for his services.

Ulch made a claim for $29,395 against each of the two conservatorships. He offered evidence in support of those claims and in support of the amount. His testimony showed that the amount claimed was what he considered to be fair and reasonable for all the services rendered for the wards prior to the opening of the conservatorships. Other evidence was offered by appellant, showing that the amount claimed was unreasonable on an hourly basis. Upon consideration of this conflicting evidence, the court decided Ulch was entitled to the amount of $58,790. The services extended over a period of more than three years,

and were shown to have been almost continuous. It appeared that Ulch changed his entire style and freedom of operation in order to accommodate Walter and Lulu. It is not for us to say that the court was not justified in finding as it did.

> This case having been tried to the court, the scope of our review is for correction of errors of law. Iowa R. App. P. 4. We are mindful that the trial court's findings of fact have the force of a special verdict, id., and are binding on us if supported by substantial evidence, Iowa R. App. P. 14(f)(1). Evidence reviewed for its substantiality is to be viewed in the light most favorable to the judgment.

Blunt, Ellis & Loewi, Inc. v. Igram, 319 N.W.2d 189, 192 (Iowa 1982).

Although we may well have approved a different amount as compensation for Ulch's services, we hold that sufficient evidence generated a fact question on what a reasonable amount would be. The court made that fact determination, and we are bound by it. We affirm the trial court.

**AFFIRMED.**