FILED
MAY 31 1978
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

LITTLE DUTCH LINES, INC.,
Appellee,
vs.
GERRIT J. BOEREFYN,
Appellant.

Filed May 31, 1978

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2-60668

Appeal from Marion District Court - Robert O. Frederick, Judge.

Defendant-shareholder appeals the issuance of a writ of replevin to plaintiff corporation for the return of equipment constructed on the corporation's premises. - Affirmed.

Gary S. Gill, of Swift, Brown & Winick, Des Moines, for Appellant.

Lake Crookham, Oskaloosa, for Appellee.

Submitted to Allbee, C.J., and Donielson, Snell, Oxberger and Carter, JJ.

PER CURIAM

Defendant-shareholder Gerrit J. Boerefyn appeals the issuance of a writ of replevin to plaintiff Little Dutch Lines, Inc. for the return of equipment constructed on its premises. We affirm.

This replevin action was tried to the court without a jury; the trial court's findings of fact have the force of a jury verdict, binding upon this reviewing court if based upon substantial proof. Ritchie v. Helmer, 251 Iowa 1002, 103 N.W.2d 858 (1960). The trial court found that all items constituting the subject matter of this suit became the property of Little Dutch once they were "either built or furnished" by Boerefyn. Boerefyn attacks this ruling on the ground it was founded on two findings neither of which support Little Dutch's claim to possession: 1) that the equipment was constructed on the premises occupied by the corporation and 2) that Boerefyn used company scrap steel in the manufacture of the equipment.

To begin, we note the trial court considered in addition to the two above factors the familial relationships existing between the shareholders, the precarious financial position of the corporation, the lax and haphazard status of the corporation's bookkeeping, and the "arrangement between these parties since the inception of this corporation" regarding contributions of time, money and efforts to the corporation. Further, the trial court noted the business of the corporation regarding these arrangements was frequently transacted by the shareholders by oral agreements.

Boerefyn relies primarily upon the corporate minutes of January, 1976, as evidence that the true status of the equipment was that it was his and the corporation had either to rent or buy it. The minutes are disjointed, abbreviated phrases which do reflect Boerefyn was claiming the equipment for his own. We do not find either an acceptance or acquiescence of the corporation in this claim. At most this record does reflect a promise by the other shareholders to consider Boerefyn's claim.

The parties reported a confused and conflicting picture of their dealings with each other. The trial court properly considered their whole course of dealing with each other and weighed their credibility. These considerations coupled with the

construction on company premises, the apparent use of company-owned parts in the fabrication, and the exclusive use of the equipment for corporate purposes fully supports the trial court's finding that the equipment belonged to the corporation.

AFFIRMED.