FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

Filed August 29, 1985

RICHARD A. HOUSER,

Plaintiff-Appellant,

vs.

MARION D. JOHNSON and MARGERY A. JOHNSON,

Defendants-Appellees.

5-322
84-1070

Appeal from the Iowa District Court for Cass County - Leo Connolly, Judge.

Plaintiff appeals from an adverse judgment in an action for breach of a farm lease. AFFIRMED.

Thomas J. Anderson, of McMartin & Anderson, Harlan, for the plaintiff-appellant.

Ronald W. Feilmeyer, of Cambridge, Feilmeyer, Landsness, Chase & Wells, Atlantic, for the defendants-appellees.

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

The plaintiff leased farmland from the defendants for the 1982 crop year. The lease provided that it would terminate automatically when the plaintiff harvested his crop or on February 28, 1983, whichever occurred first. The lease further provided that no notice of termination would be required. No notice was served by the defendants upon the plaintiff during the period up to September 1, 1982. The defendants told plaintiff in March, 1983 that defendants intended to farm the land for the 1983 crop year. Plaintiff sued for breach of the lease.

The trial court found that the lease was not for land occupied and cultivated for an entire year and therefore determined that Iowa Code sections 562.5 and 562.6 (1985) were not applicable. The trial court held that the lease provision for automatic termination was proper and that plaintiff was not entitled to notice. Additionally, the trial court found that the plaintiff did not prove any damages and was not entitled to recover.

Plaintiff appealed contending that the trial court erred in ruling that: (1) plaintiff was a mere cropper and not a farm tenant; (2) notice of termination given in the farm lease itself does constitute notice of termination pursuant to section 562.7; and (3) plaintiff was not substantially damaged from having the lease wrongfully terminated. Plaintiff argues that the trial court's finding that plaintiff incurred no damages was not supported by the clear weight of the evidence.

The scope of our review is for correction of errors at law. Iowa R. App. P.4. The findings of fact by the trial court have the force of a special verdict and are binding upon us if supported by substantial evidence. Iowa R. App. P. 4 and 14(f)(1).

In addressing plaintiff's third contention on appeal, we find there is substantial evidence in the record to support the trial court's finding that plaintiff

incurred no damages. Plaintiff had argued that his damages from the breach of the lease consisted of lost profits. The record indicates that plaintiff's evidence of lost profits was general and conclusory, whereas defendants presented specific operating figures which indicated that plaintiff would have incurred a loss in 1983. 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). The record supports the trial court's finding that plaintiff did not incur any damages. We do not find it necessary to address plaintiff's other issues on appeal. We affirm the trial court.

AFFIRMED.