



IN THE COURT OF APPEALS OF IOWA

MARVIN STATON and)
NORMAN CLUBINE, d/b/a NOR-MAR)
SIMMENTAL,)

0-369
2-64781

Plaintiffs-Appellants.)

Filed June 30, 1981

vs.)

RAYMOND HOWARD,)

Defendant-Appellee.)

Appeal from Wapello District Court. Richard J. Vogel, Judge.

Plaintiffs appeal from judgment for defendant in an action alleging fraud and breach of warranty with regard to a sale of cattle. **AFFIRMED.**

Robert W. Thompson of Richert, Thompson & Kazargis, Reinbeck, Ia., for plaintiffs-appellants.

W. T. Barnes of Barnes & Walter, Ottumwa, Ia., for defendant-appellee.

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

PER CURIAM

Plaintiffs (Nor-Mar) appeal from judgment for defendant, Raymond Howard. We affirm.

The parties entered into an agreement for the purchase and sale of specially bred heifers and calves. Nor-Mar, purchaser, filed suit against Howard, seller, alleging breach of warranty and fraudulent misrepresentation. After trial to the court, judgment was held for the defendant. The trial court concluded Nor-Mar had not established grounds for recovery by a preponderance of the evidence and dismissed the petition. Nor-Mar appealed.¹ Our review is on error assigned. Iowa R. App. P. 4.

Nor-Mar argues trial court erred in its dismissal and judgment because their allegations were proved by a preponderance of the evidence. This general assignment of error allows us only to review the matter to determine if the trial court's findings are supported by substantial evidence. Findings of fact by a trial court are equivalent to a jury verdict and are binding upon a reviewing court if supported by substantial evidence. Iowa R. App. P. 14(f)(1); Northrup v. Foster, 204 N.W.2d 889, 890 (Iowa 1973). A finding of fact is supported by substantial evidence if it may reasonably be inferred from evidence. Briggs Transportation Co., Inc. v. Starr Sales Co., Inc., 262 N.W.2d 805, 808 (Iowa 1978).

In this case, the trial court found the evidence did not show that an express warranty was made or breached concerning breeding by particular bulls. As for implied warranty of fitness for particular purpose, the trial court found that Howard had no knowledge of Nor-Mar's intended purpose in buying the stock. The trial court found Nor-Mar's own knowledge and expertise precluded a finding of fraudulent misrepresentation. We find adequate support for these findings in the record; and having no other error presented, we affirm the trial court's decision.

AFFRIMED.

¹ This cause was originally dismissed by this court for lack of jurisdiction on February 24, 1981. The supreme court granted plaintiff's motion for further review, and this matter was transferred to this court for further determination on the matter raised on appeal.