IN THE COURT OF APPEALS OF IOWA

No. 1999-554 (9-815) / 99-0030
Filed May 31, 2000

GM POPKEY, INC.
Plaintiff-Appellant,

vs.

ROGER SCHONHORST d/b/a
SCHONHORST SUPPLY,
Defendant-Appellee.

FILED
MAY 31 2000
CLERK SUPREME COURT

Appeal from the Iowa District Court for Polk County, Arthur E. Gamble, Judge.

GM Popkey, Inc. appeals a district court ruling which awarded Roger Schonhorst damages on his counterclaim in Popkey's action on an open account. **AFFIRMED.**

Francis P. Hurley and Karen A. Taylor of Bertroche Law Offices, Des Moines, for appellant.

Thomas A. Newkirk of Law Offices of Roger Kuhle, P.C., West Des Moines, for appellee.

Considered by Vogel, P.J., and Mahan and Miller, JJ.

MILLER, J.

GM Popkey, Inc. (Popkey) appeals the district court decision which awarded Roger Schonhorst damages on his counterclaim in Popkey's action against Schonhorst for sums due on an open account. Popkey claims the court's findings regarding Schonhorst's damages were not supported by substantial evidence. We affirm.

Popkey is a wholesale distributor of television satellite systems. Schonhorst, doing business as Schonhorst Supply, sold and serviced satellite systems. Popkey provided goods to Schonhorst on an open account. Schonhorst admitted he received goods worth $7757.50 from Popkey, for which he did not pay.

Popkey was responsible to repair certain satellite systems. Popkey and Schonhorst entered into an oral contract for Schonhorst to perform service calls to repair these satellite systems. Schonhorst was to receive a credit for the work he performed, but Popkey failed to credit his account. Schonhorst testified Popkey owed him $17,468.40 under the oral contract.

The district court found Schonhorst to be very credible. The court determined Schonhorst owed Popkey $7757.50 and Popkey owed Schonhorst $17,468.40. The court offset these amounts and entered judgment against Popkey for $9710.90, plus interest. Popkey appealed.

This case was tried as a law action to the court. We review for correction of errors of law. Iowa R. App. P. 4. The trial court's findings of fact have the effect of a special verdict and are binding upon us if supported by substantial evidence. *Van Oort Constr. Co, Inc. v. Nuckoll's Concrete Serv., Inc.*, 599

N.W.2d 684, 689 (Iowa 1999). Evidence is substantial if a reasonable mind could accept it as adequate to reach the same findings. *Olson v. Nieman's, Ltd.*, 579 N.W.2d 299, 313 (Iowa 1998).

Popkey claims there was not substantial evidence in the record to support the district court's finding that it owed Schonhorst $17,468.40. Popkey admits Schonhorst performed some service calls, but asserts Schonhorst failed to present sufficient documentary evidence to support his claims of the amount of service calls he performed.

While Schonhorst did not have invoices for all of the service calls he performed, he was able to reconstruct the number and length of service calls from his business records. Randall Winterberg, the former manager of the Popkey office in Des Moines, corroborated Schonhorst's testimony that he performed service calls about once a week during 1996 and early 1997. As noted above, the district court found Schonhorst's testimony to be very credible.

We find there is substantial evidence in the record to support the district court's finding Popkey owed Schonhorst $17,468.40 for service calls. We affirm the judgment for Schonhorst against Popkey for $9710.90, plus interest. Costs of this appeal are assessed to Popkey.

AFFIRMED.