FILED
DEC 31 1991
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-403 / 90-627

EMMA M. THOMPSON, Individually, and as Executor of the Estate of FREDERICK I. THOMPSON,

Plaintiff-Appellant,

619

vs.

ONSGARD STATE BANK,

Defendant-Appellee.

Appeal from the Iowa District Court for Allamakee County, James C. Bauch, Judge.

Appellant appeals the trial court's directed verdict in favor of the Bank on the wrongful death and breach of contract claims. **AFFIRMED.**

Peter C. Riley of Tom Riley Law Firm, P.C., Cedar Rapids, for appellant.

Dennis G. Larson of Larson & Paskach, Decorah, for appellee.

Heard by Donielson, P.J., and Hayden and Sackett, JJ.

PER CURIAM

Frederick I. Thompson, now deceased, and his wife Emma M. Thompson were Allamkee County Iowa residents and farmers. The Thompsons borrowed substantial monies from defendant-appellee the Onsgard State Bank. The Onsgard State Bank is located in Minnesota. The Thompsons had a large indebtedness at the bank when on September 4, 1987, not having paid on the indebtedness for two years, plaintiffs commenced a lawsuit against the bank in her behalf and as executor of Frederick's estate contending, among other things, the bank had breached an oral agreement to pay plaintiffs' landlords and suppliers, and the bank overcharged them by misapplying payments and incorrectly computing accrued interest. The case was tried to a jury. The jury found for the defendant on the claims and computed the current indebtedness of plaintiffs' to the defendant. The plaintiffs have appealed. Plaintiffs contend (1) the trial court erred in failing to grant a new trial because the jury's finding as to the amount of indebtedness is not supported by the evidence, and (2) the trial court erred in directing a verdict on the claims of breach of oral contract based on the Minnesota statute of frauds, because Iowa had the most significant relationship to the transaction. We affirm.

I.

Plaintiffs first contend the jury did not respond to the evidence in entering its verdict as to the amount of indebtedness. The jury found the indebtedness to be in the amount the bank claimed was due. The plaintiffs agree there is widely divergent evidence of the amount owed. Plaintiffs contend, however, there were admissions by the defendant of overcharges on the notes. Plaintiffs also allege the bank was required under the terms of the notes to apply payments to principal rather than interest. There were a number of questions as to payments, interest on payments and accommodations. The jury found the indebtedness to be $364,384.97. Plaintiffs contend this amount is not supported by the evidence. We disagree. The question is whether there is substantial evidence to support the jury's decision. Evidence is substantial when a reasonable mind could accept it as adequate to reach a conclusion. Dubuque Community Sch. Dist. v. Public Emp. Rel. Bd., 424 N.W.2d 427, 431 (Iowa 1988). We have examined the evidence and have made our own calculations. We find there is substantial evidence supporting an award in excess of the amount determined by the jury. There is no error.

II.

The plaintiffs' second claim is the trial court erred in granting defendant's motion for directed verdict based on Minnesota law. The trial court granted a directed verdict

on plaintiffs' claim there was an oral contract to pay plaintiffs' landlords and other expenses. The plaintiffs' brief does not show where in the record this claim was raised or how error was preserved.

The defendant contends there is no evidence in the record of the oral contract except through an offer of proof. The plaintiffs have failed to show where in the record evidence of an oral contract appears. Plaintiffs also have failed to show where in the record there is evidence supporting their claim the issue should be decided under Iowa law. Without addressing the issues of whether the plaintiffs have preserved this issue for review and whether plaintiffs have properly presented the issue to this court, we consider this issue. The evidence we find is that the loan agreements were executed in Minnesota, payments were to be made in Minnesota, the defendant is a Minnesota corporation that has always done business in Minnesota, and the notes the plaintiffs signed include a clause choosing Minnesota law as controlling. The trial court did not err in applying Minnesota law. See Cole v. State Auto & Cas. Underwriters, 296 N.W.2d 779, 781 (Iowa 1980); Joseph L. Wilmont & Co. v. Rosenman Bros., 258 N.W.2d 317, 325-27 (Iowa 1977); Okey v. Bargenholt, 236 Iowa 423, 428, 19 N.W.2d 212, 214 (1945). We find no error.

AFFIRMED.