



IN THE COURT OF APPEALS OF IOWA

GARY KELTING,)

Plaintiff-Appellant,)

vs)

ARNO MEINCKE and JANICE MEINCKE,)

Defendants-Appellees)

Filed January 27, 1988

121

7-487

87-123

Appeal from the Iowa District Court for Cedar County (No. 29301), Max R.
Werling, Judge

Plaintiff appeals from the district court's dismissal of his action seeking
a declaratory judgment that his crop share lease with defendants was not properly
terminated **AFFIRMED**

Arthur L. Buzzell of Buzzell & Semel, Davenport, for plaintiff-appellant.

Bradley Norton of Norton & Norton, P C , Lowden, for defendants-appellees.

Heard by Donielson, P J , and Schlegel and Hayden, JJ

DONIELSON, P.J.

132

Plaintiff appeals from the district court's dismissal of his action seeking a declaratory judgment that his crop share lease with defendants was not properly terminated. We affirm.

In 1984, the parties orally agreed to enter into a crop lease arrangement from March 1, 1985, to February 28, 1986. Defendant agreed to supply the land and the on-going financing, while plaintiff would provide the labor, the machinery, repay the financing at 10%, and share the proceeds equally with the defendants. A contemporaneous memorandum prepared by the defendants, but unsigned, also indicated a minimum rental of \$150 an acre. Plaintiff disputed this and pointed to a written, signed crop lease prepared later in 1985 covering the 1985 crop year which did not include the financing and \$150 per acre requirements. The district court discounted this written lease as being solely for the purpose of defendants receiving social security and agreed with the inclusion of the \$150 per acre rent.

During April of the crop year, plaintiff received some money from ASCS, a government farm program. Later, because of a hail storm, plaintiff's crops were damaged but he received nearly \$25,000 from his own crop insurance. He distributed half of the proceeds to defendants and paid most of his share to his father for the use of machinery. Once the crop was in, defendant received a check from the ASCS office for his beans, using a portion of the proceeds to buy a pickup. When plaintiff requested financial help from the defendants in January 1986 to buy seed, the defendants refused, asked what happened to the money he received for his crops, and decided that they no longer wanted plaintiff farming their land. In May 1986, defendants sent plaintiff a notice to quit. Plaintiff brought this action.

The district court dismissed plaintiff's action claiming that plaintiff's breach of several implied conditions of the oral lease allowed defendants to terminate the agreement after the statutory termination date, September 1. See Iowa Code section 526.6. The court found that implied in the oral crop lease was an obligation for plaintiff to divide the proceeds and pay rent immediately upon receipt of money for farming and to use the money the plaintiff received from farming to pay off defendants' indebtedness. Because plaintiff failed to do this, the district court found defendants justified in terminating the lease. The court also found that even if the termination was improper, plaintiff was not damaged. From this dismissal, plaintiff appeals.

Plaintiff argues that the defendants were well aware of plaintiff's receipt of the funds and that the defendants' course of conduct waived any complaint as to its disposition. Since Iowa Code section 562.7 requires notice of termination of a crop lease by September 1, plaintiff contends defendants' notice to quit was improper. Plaintiff also contests the court's determinations that any damage plaintiff suffered was avoidable and that the agreement included the \$150 per acre rent.

We affirm the district court based on the following reasons: (1) Plaintiff failed to cite authority in his brief in support of the issues he is raising. As such, his arguments are considered waived. Iowa R. App. P. 14(a)(3); Osborne v Iowa National Res. Council, 336 N.W.2d 745, 747 (Iowa 1983). (2) Plaintiff's arguments consist of assertions as to interpretation of the facts. Our scope of review is for correction of errors at law. Iowa R. App. P. 4. The district court set forth a lengthy, detailed, and well-reasoned opinion reciting its findings of fact. We find them to be substantially supported by the evidence and thus are binding upon us. Iowa R. App. P. 14(f)(1). Plaintiff does not allege in any specificity that the district court applied inappropriate law in reaching its deci-

sion, rather, plaintiff merely states the district court's findings are contrary to law, without stating what part of the decision is contrary to law and how it is contrary to the law

We also find the district court did not err in concluding plaintiff was not entitled to damages and in finding an agreement of the parties guaranteeing the landlord a minimum of \$150 per acre

Accordingly, we affirm the district court

AFFIRMED.