

FILED

OCT 18 1979

59

IN THE COURT OF APPEALS OF IOWA
CLERK SUPREME COURT

PIONEER HI-BRED INTERNATIONAL, INC.,)

Plaintiff-Appellant,)

Filed October 18, 1979

vs.)

CARROLL VAN WYK,)

Defendant-Appellee.)

194
2-62600

Appeal from Mahaska District Court - Richard Schlegel, Judge.

Plaintiff appeals from judgment for defendant in an action to recover on an account. Trial court determined that defendant contracted with plaintiff as an agent for a corporation rather than in his individual capacity. AFFIRMED.

Thomas D. Hanson, Des Moines, Iowa, for plaintiff-appellant.

John H. Stone and Robert J. Baudino, Jr., of Neiman, Neiman, Stone & Spellman, P.C., Des Moines, Iowa, for defendant-appellee.

Heard by Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

Plaintiff appeals from judgment for defendant in an action to recover on an account. The action involves seed corn allegedly sold and delivered by plaintiff to defendant. The dispositive issue in the court below and the only issue presented on appeal is whether the evidence sustains the trial court's finding that defendant contracted with plaintiff as an agent for a corporation rather than as an individual.

The trial court found that the defendant, in dealing with plaintiff, was acting as the agent of VanWyk Feed Center, Inc., a corporation, and that plaintiff was advised of this fact. Accordingly, the trial court ruled that the transactions in question gave rise to no personal liability on defendant's behalf.

The parties agree that in order to avoid personal liability on the transactions in question, defendant must have disclosed to plaintiff the identity of his principal and that he was acting as an agent for that principal. Also Iowa, Inc. v. Jackson, 254 Iowa 837, 839-40, 119 N.W.2d 565, 567 (1962). The trial court, in considering this issue, applied the proper legal standards. The issue thus becomes one of fact.

In an appeal of an action at law tried to the court, our review is not *de novo* but only on errors assigned. Wilkins & Bussard, Architects v. Carey, 203 N.W.2d 202, 203 (Iowa 1972). The findings of fact in a law action will not be disturbed if supported by substantial evidence. Iowa R. App. P. 14(f)(1). A finding of fact is supported by substantial evidence if the finding may reasonably be inferred from the evidence. Briggs Transportation Co. v. Starr Sales Co., 262 N.W.2d 805, 808 (Iowa 1978).

There is much evidence in the record to show that the party with whom plaintiff was dealing was doing business under the trade name of Cee Dees Farm Supply.¹ Plaintiff's own records reflect its knowledge of this fact. The parties disagree as to whether plaintiff, at the inception of these transactions, was made aware that this was the tradename of the corporate entity rather than the name under which defendant individually transacted business.

While the evidence was in conflict on this issue, the trial court was entitled to accept as true the testimony of defendant that, in discussing the proposed transactions

¹ This was the trade name used in the community and appears in plaintiff's records. Variations of this name were registered with the Secretary of State prior to and subsequent to the transactions here involved, but this registration was not in force at the time the present contract was entered into.

with plaintiff's representative, he advised them that he was transacting business as a corporation. Given plaintiff's knowledge of the trade name used² we do not believe it essential that plaintiff also be advised of the true name of the corporation in order to sustain the trial court's finding that defendant is not personally liable. In evaluating the sufficiency of evidence, we view it in the light most favorable to sustaining the trial court's judgment. Briggs Transportation Co. v. Starr Sales Co., 262 N.W.2d at 808. Only evidence favorable to the judgment, whether or not it is contradicted, need be considered. Id. In application of this standard, the judgment of the trial court must be sustained.

AFFIRMED.

² Because Cee Dees Farm Supply was in fact the trade name used, we do not believe that it is fatal to defendant's claim that it was not registered with the Secretary of State at the time the contract was entered into. (See footnote 1, supra.)