IN THE IOWA COURT OF APPEALS

FARMERS LIVESTOCK,) Filed May 26, 1981

Plaintiff-Appellant,) 1-69
2-65252

vs.

JERRY WEIBE and REX MEYER,

Defendants-Appellees.

FILED
MAY 26 1981
CLERK SUPREME COURT

Appeal from Polk District Court. James P. Denato, Judge.

Plaintiff appeals from a judgment for defendant in a suit seeking damages for breach of contract. AFFIRMED.

Donald C. Wilson, of Wilson, Hall, Wilson & Craig, Eldora, Ia., for plaintiff-appellant.

Michael L. Sellers, of Langley, Mountain & Sellers, Des Moines, Ia., for defendants-appellees.

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

PER CURIAM

Plaintiff appeals from a judgment for defendant Rex Meyer in a suit seeking damages for breach of contract. We affirm.

Acting as agent for defendant Jerry Weibe, defendant Rex Meyer negotiated a contract with plaintiff under which plaintiff agreed to buy from Weibe approximately 2,000 hogs. Plaintiff paid $100,000 in advance on the $120,000 contract price, and Weibe never delivered the hogs, thereby breaching the contract. Plaintiff filed a petition against Weibe and Meyer seeking damages for breach of contract and obtained a default judgment against Weibe. The trial court dismissed plaintiff's petition against Meyer.

Our scope of review is limited to correction of errors at law. Iowa R. App. P. 4. The trial court's findings of fact are binding upon us if supported by substantial evidence. Iowa R. App. P. 1.

In negotiating the contract on Weibe's behalf, Meyer stated to plaintiff that he felt there would be no problem connected with Weibe's performing the contract. Plaintiff contends that Meyer's statement constitutes a promise that obligates him to pay damages for Weibe's failure to perform.

Meyer acted as an agent for his principal, Weibe, in negotiating the contract. Assuming that Meyer's statement constituted a promise to perform, the promise did not bind him to perform, but rather it bound Weibe to perform. See 3 Am. Jur. Agency §§ 261, 263 (1962). An agent, while acting for his principal, may personally obligate himself to a third person with reference to the matter he is handling for his principal, but only if the agent expressly or impliedly pledges his own credit or assumes a personal obligation on the contract. Wheeler Lumber Bridge and Supply Co. v. Anderson, 249 Iowa 689, 694-95, 86 N.W.2d 912, 915 (1957); 3 Am. Jur. Agency §§ 293, 294 (1962); 3 C.J.S. Agency § 367 (1973). Contrary to plaintiff's contention, and in accordance with the trial court's conclusion, nothing that Meyer said or did expressly or impliedly carried the meaning that he pledged his own credit or assumed a personal obligation for Weibe's nonperformance. The trial court therefore correctly concluded that Meyer is not liable to plaintiff for Weibe's nonperformance.

AFFIRMED.