

**IN THE COURT OF APPEALS OF IOWA**

No. 8-514 / 07-0632  
Filed October 29, 2008

**TBF FINANCIAL, L.L.C.,**  
Plaintiff-Appellee,

**vs.**

**PUNAM INN, L.L.C. d/b/a**  
**PRESIDENTIAL INN, and DINUBHAI**  
**PATEL, SUSHILABEN PATEL,**  
and **AMARDEEP PATEL,**  
Defendants-Appellants.

---

Appeal from the Iowa District Court for Cedar County, James E. Kelley,  
Judge.

Appellants seek review of district court's entry of judgment in favor of TBF  
Financial in an action for breach of lease agreement. **AFFIRMED.**

Christopher I. Surls, Timothy L. Baumann, and Robyn C. Huss of Wm. B.  
Norton Law Firm, P.C., Lowden, for appellants.

Daniel D. Bernstein, Davenport, and John Bribriesco, Davenport, for  
appellee.

Heard by Huitink, P.J., and Vaitheswaran and Potterfield, JJ.

**HUITINK, P.J.**

Punam Inn, L.L.C., doing business as Presidential Inn, and Dinubhai Patel, Sushilaben Patel, and Amardeep Patel (Patels) appeal from entry of judgment in favor of TBF Financial, L.L.C. on its action for breach of lease. Patels argue the district court erred in failing to conclude that TBF Financial's predecessor in interest did not dispose of the secured property in a commercially reasonable manner or give proper notice.

TBF Financial argues that neither argument was presented to, nor decided by, the district court.

Patels reply that they preserved the claimed error when they asked the district court to take judicial notice of a prior foreclosure action. The transcript of the hearing for this matter covers a mere six pages. The Patels claim error preservation from the following statement by their trial counsel:

Your Honor, I would ask the Court to take judicial notice of Cedar County Court File Number EQCV 032883, National Republic Bank of Chicago versus Punam and ask the Court to review the part of the file where a receiver was appointed in the year 2003 in terms of mitigation of damages.

Patels contend, "Had the District Court thoroughly reviewed the disposition of the secured property, it would have concluded that Financial Pacific failed to comply with the Uniform Commercial Code by failing to send the required notices." We do not find that a request for judicial notice encompasses a requirement that the district court "thoroughly review" that file for possible flaws and defenses.<sup>1</sup>

---

<sup>1</sup> "Judicial notice may only be taken of a fact that is not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy

Our error preservation rules require that issues be presented to and passed upon by the district court before they can be raised and decided on appeal. *Metz v. Amoco Oil Co.*, 581 N.W.2d 597, 600 (Iowa 1998). “It is a fundamental doctrine of appellate review that issues must ordinarily be both raised and decided by the district court before we will decide them on appeal.” *Meier v. Senecaut*, 641 N.W.2d 532, 537 (Iowa 2002). “[R]andom mention of [an] issue, without elaboration or supportive authority, is insufficient to raise the issue for our consideration.” *Soo Line R. Co. v. Iowa Dep’t of Transp.*, 521 N.W.2d 685, 691 (Iowa 1994). The statement made in the district court does not even rise to the level of “random mention” of the claims now made on appeal.

We find the issues presented by appellants were not presented to the district court, and they are not properly preserved for our review. We affirm.

**AFFIRMED.**

---

cannot reasonably be questioned.” *Iowa Sup. Ct. Attorney Disciplinary Bd. v. Howe*, 706 N.W.2d 360, 380 n.7 (Iowa 2005).