

**IN THE COURT OF APPEALS OF IOWA**

No. 7-856 / 07-0191  
Filed December 28, 2007

**PAUL UNDERWOOD and  
LINDA UNDERWOOD,**  
Plaintiffs-Appellants,

**vs.**

**DALE UNDERWOOD and  
STEPHEN UNDERWOOD,**  
Defendants-Appellees.

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Appeal from the Iowa District Court for Benton County, Mitchell E. Turner,  
Judge.

Paul Underwood appeals the district court's ruling quieting title of a farm to  
his son, Stephen Underwood. **AFFIRMED.**

Gregg Geerdes, Iowa City, for appellant.

Robert Anderson, Cedar Rapids, and John Fischer, Vinton, for appellee.

Considered by Vogel, P.J., and Mahan and Eisenhauer, JJ.

**MAHAN, J.**

Paul Underwood appeals the district court's ruling quieting title of a farm to his son, Stephen Underwood. He claims Stephen was holding the property in trust for him and that Iowa law does not prevent him from recovering it. Alternatively, he claims he should be granted equitable relief. We affirm.

The parties in this case are family members. Appellants Paul and Linda Underwood are the father and step-mother of appellee Stephen Underwood. Appellee Dale Underwood is Stephen's wife. This dispute involves the proper ownership of a fifty-acre family farm in Benton County.

In 1988 Paul's father, Ralph Underwood, passed away owning the disputed property. As part of the estate proceedings Paul entered into a contract with the executors of the estate to purchase the property. The parties dispute who provided funding for the down payment. The district court found that Stephen obtained a loan using his motor vehicle as collateral to fund the down payment.

Paul borrowed \$20,000 from his sister to pay toward the purchase of the property but was unable to obtain financing for the balance of the contract. He therefore assigned the contract to Stephen, who then obtained financing from the bank. The contract provided that payment in full was due on March 1, 1990. On April 13, 1990, the executors deeded the property to Stephen. Paul claims he and Stephen agreed that Paul was to be the owner of the farm and Stephen was to facilitate Paul's financing. Paul's name, however, is not listed anywhere on the deed, nor does it say Stephen is holding the property in trust for any other person. The mortgage on the property was in Stephen's name alone, as was the

subsequent mortgage when the property was refinanced in 1999. Paul knew of the 1999 refinance and did not contest Stephen's encumbrance of the property.

Paul either farmed or leased out the land to be farmed since the purchase in 1989. Paul was listed as the landlord in any written leases of the land. Both parties agree that the mortgage payments and other expenses of the property were paid with income received from the farm itself. Stephen claims that if additional money was needed for property expenses, he provided it from his own personal income. The record shows that purchases for improvements to the property were made from Stephen's personal checking account. The loan from Paul's sister was paid back in the form of earthmoving services primarily provided by Paul.

Stephen, Dale, and their family moved into the farmhouse on the property shortly after the purchase. The family resided there for approximately ten years, until their relationship with Paul became unbearable in 1999. Since 2000 Paul has lived on the farm. After Stephen's attempt to evict Paul from the property in 2005, Paul filed this lawsuit.

Because it was tried in equity, we review this case *de novo*. Iowa Rule App. P. 6.4. "To prove the existence of an oral contract, the terms must be sufficiently definite for a court to determine *with certainty* the duties of each party, the conditions relative to performance, and a reasonably certain basis for a remedy." *Gallagher, Langlas, & Gallagher v. Burco*, 587 N.W.2d 615, 617 (Iowa 1998) (emphasis added). No real doubt should exist as to the terms of said oral contract. *Davis v. Roberts*, 563 N.W.2d 16, 21 (Iowa Ct. App. 1997). The district court concluded the plaintiffs "have failed to prove by clear and convincing

evidence that they had an oral agreement with Stephen and his wife, Dale, whereby the property would be held in trust for Paul.” We agree. The ruling of the district court is affirmed.

**AFFIRMED.**