

**COURT OF APPEALS  
DECISION  
DATED AND RELEASED**

January 11, 1996

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See § 808.10 and RULE 809.62(1), STATS.

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

**No. 94-2296**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT IV**

**WISCONSIN RSA #7 GENERAL PARTNER, INC.,  
a Wisconsin corporation and  
NORTH-WEST CELLULAR, INC.,  
a Nevada corporation,**

**Plaintiffs-Respondents,**

**v.**

**UNITED STATES CELLULAR CORPORATION,  
a Delaware corporation,**

**Defendant-Appellant.**

APPEAL from a judgment of the circuit court for Wood County:  
DUANE H. POLIVKA, Judge. *Affirmed.*

Before Eich, C.J., Dykman and Sundby, JJ.

PER CURIAM. United States Cellular Corp. (USCC) appeals from a nonfinal judgment declaring that respondent North-West Cellular, Inc. has the contractual right to perform certain billing and collecting services.<sup>1</sup> We affirm.

This dispute has been before this court previously. See *Wisconsin RSA #7 Gen. Partner, Inc. v. United States Cellular Corp.*, No. 92-0180, unpublished slip op. (Wis. Ct. App. Feb. 4, 1993). The procedural history and relevant contractual provisions were described in that opinion, and we do not repeat them here. In the earlier appeal, we concluded that the two contracts, when read together, were ambiguous as to whether USCC or North-West was entitled to perform billing and collection for cellular telephone service in Wood and Portage counties. Following our remand, this issue was tried to the circuit court. The court granted judgment in favor of North-West. USCC appeals.

USCC first argues that the circuit court erred by adopting verbatim the proposed findings of fact and conclusions of law submitted by North-West. USCC does not argue that such adoption requires reversal, but that it requires us to subject the court's findings to closer scrutiny. We reject the argument. There is no law to that effect in Wisconsin. In fact, we have previously held that a circuit court may adopt a party's trial brief as its findings and conclusions. *CIT Group/Equip. Fin., Inc. v. Village of Germantown*, 163 Wis.2d 426, 438, 471 N.W.2d 610, 614-15 (Ct. App. 1991), *cert. denied*, 502 U.S. 1099 (1992).

USCC argues that the circuit court judgment relied solely on the rule that contractual ambiguities should be resolved against the drafter, and that this rule is inapplicable to the present facts. We disagree. The court's conclusion of law number 6 was: "Any ambiguity in the Marketing Services Agreement and paragraph 1 of the Management Agreement ..., having been drafted by USCC, must be construed against USCC." Conclusion number 7 stated: "Based upon the principle just stated *and upon the findings made above*, this court declares that ... North-West, and not USCC, has the right to bill and collect ...." (Emphasis added.) Among the court's findings were several related to the intent of the parties. Those findings provide sufficient support for the judgment.

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<sup>1</sup> By order of October 3, 1994, we granted USCC's petition for leave to appeal.

In construing an ambiguous contract, the object is to determine and give effect to the parties' intent. *Spencer v. Spencer*, 140 Wis.2d 447, 450, 410 N.W.2d 629, 631 (Ct. App. 1987). The intent of the parties is a question of fact. See *id.* at 449-50, 410 N.W.2d at 630-31. We will affirm the trial court's findings of fact unless clearly erroneous. Section 805.17(2), STATS.

The trial court found that the intent of the parties was that North-West would do the billing and collection in Wood and Portage counties. USCC argues that this finding is clearly erroneous. We disagree. The court's finding is supported by testimony and minutes of negotiations between the parties and is a sensible reading of the contract. Therefore, we affirm the judgment.

*By the Court.* – Judgment affirmed.

This opinion will not be published. See RULE 809.23(1)(b)5, STATS.