

**COURT OF APPEALS
DECISION
DATED AND FILED**

FEBRUARY 3, 1998

Marilyn L. Graves
Clerk, Court of Appeals
of Wisconsin

NOTICE

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

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, STATS.

No. 97-2232-FT

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

NORTH MEMORIAL MEDICAL CENTER,

PLAINTIFF-RESPONDENT,

v.

SUZANNE M. LUNDE AND RANDY LUNDE,

DEFENDANTS-APPELLANTS.

APPEAL from a judgment of the circuit court for Polk County:
JAMES R. ERICKSON, Judge. *Affirmed.*

Before Cane, P.J., Myse and Hoover, JJ.

PER CURIAM. Suzanne and Randy Lunde appeal a summary judgment rejecting their accord and satisfaction defense and awarding North Memorial Medical Center \$43,653.63 on an overdue hospital bill.¹ The Lundes

¹ This is an expedited appeal under RULE 809.17, STATS.

made a partial payment of the bill and noted on the check “payment in full as per agreement.” Because the hospital cashed the check, the Lundes argue that acceptance of the payment with the notation constitutes an accord and satisfaction. We reject that argument and affirm the summary judgment.

Suzanne Lunde was injured in an automobile accident and received medical care from North Memorial. Her insurance settlement of \$55,000 did not cover her total medical bills of \$129,745.15. Suzanne offered her medical creditors forty-two cents on each dollar owed. Even though North Memorial did not agree to accept a reduced payment, the Lundes’ attorney sent the hospital a check for \$30,810.45 marked “payment in full as per agreement.”

The trial court properly rejected the Lundes’ defense of accord and satisfaction. Accord and satisfaction is an agreement to discharge a disputed claim. *See Flambeau Prods. Corp. v. Honeywell Info. Sys., Inc.*, 116 Wis.2d 95, 112, 341 N.W.2d 655, 664 (1984). Such an agreement will be implied from North Memorial’s acceptance of the check only if the amount due was unliquidated and disputed. *See Karp v. Coolview of Wisconsin, Inc.*, 25 Wis.2d 299, 303, 130 N.W.2d 790, 793 (1964). The Lundes’ debt is neither unliquidated nor disputed. A claim is liquidated if the amount due can be determined by mere mathematical computation. *See Clark v. Aetna Fin. Corp.*, 115 Wis.2d 581, 589, 340 N.W.2d 747, 751 (Ct. App. 1983). The amount owed was clearly stated on the bills. The amount due is not disputed merely because the debtor refuses to pay the full claim. *Flambeau Prods.* at 113, 341 N.W.2d at 664. The Lundes have not disputed North Memorial’s calculations or the validity of its charges.

By the Court.—Judgment affirmed.

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

