IN THE COURT OF APPEALS OF IOWA

No. 1-259 / 90-1145

FILED
AUG 27 1991
CLERK SUPREME COURT

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NELSON CONSTRUCTION,

Appellee,

vs.

ALAN J. BRINKMANN and **FLORENCE L. BRINKMANN,**

Appellants.

Appeal from the Iowa District Court for Linn County, Van D. Zimmer, Judge.

Brinkmanns appeal from an adverse judgment awarding costs for remodeling construction to Nelson Construction. **AFFIRMED.**

Peter C. Riley of Tom Riley Law Firm, P.C., Cedar Rapids, for appellants.

James P. Craig and Mark J. Herzberger of Moyer & Bergman, Cedar Rapids, for appellee.

Considered by Schlegel, P.J., and Hayden and Habhab, JJ.

HABHAB, J.

This case grows out of a construction contract between the Brinkmanns and Nelson Construction under which Nelson Construction agreed to remodel the Brinkmanns' kitchen. The contract provided the Brinkmanns would pay for the cost of the materials, plus labor at a fee of $25 per hour. Ultimately Nelson Construction attempted to charge $59,799.37, in addition to the cost of the kitchen cabinetry of $18,550.

The Brinkmanns challenge this bill believing it too excessive. They believe Nelson breached the contract and failed to perform its work in a timely and workmanlike manner. They assert numerous allegations of unworkmanship-like work, excessive charges, and problems in methods of construction.

Nelson Construction replies by pointing out Brinkmanns' frequent interference in the work, their constant changing of plans, and general uncooperative attitude and unreasonable expectations drove the cost higher than expected. There were additional problems connected with construction.

After trial to the bench, the district court concluded Nelson Construction should recover $7,181.26 for its time and materials supplied. From this sum the court gave the Brinkmanns a credit of $1,241.70. The final award to Nelson Construction was $5,939.56. The court concluded the Brinkmanns had failed to establish their fraud and

emotional distress claims. From these rulings, the Brinkmanns appeal.

Findings of facts in a law action have the effect of a special jury verdict and are binding on us if supported by substantial evidence. Iowa R. App. P. 14(f)(1). We construe the trial court's findings broadly and liberally. Grinnell Mut. Reinsurance C. v. Voeltz, 431 N.W.2d 783, 785 (Iowa 1988). In case of doubt or ambiguity, we construe the findings to uphold, rather than defeat, the trial court's judgment. Id. We are prohibited from weighing the evidence or the credibility of the witnesses. Id.

> A finding of fact is supported by substantial evidence if the finding may be reasonably inferred from the evidence. In evaluating sufficiency of the evidence, we view it in its light most favorable to sustaining the court's judgment. We need only consider evidence favorable to the judgment, whether or not it was contradicted.

Briggs Transp. Co. v. Starr Sales Co., 262 N.W.2d 805, 808 (Iowa 1978).

Evidence is substantial or sufficient when a reasonable mind would accept it as adequate to reach the same findings. Waukon Auto v. Farmers & Merchants Sav. Bank, 440 N.W.2d 844, 846 (Iowa 1989). Evidence is not insubstantial merely because it could support contrary inferences. Grinnell Mut. Reinsurance Co., 431 N.W.2d at 785.

We have reviewed the facts of this case and the trial court's opinion. We conclude the trial court's ruling is supported by substantial evidence. This finding covers all

the material issues raised on this appeal. We therefore affirm the trial court in full.

Costs of this appeal taxed to appellants.

AFFIRMED.