

IN THE COURT OF APPEALS OF IOWA

FILED

MAY 28 1987

CLERK SUPREME COURT

BERDETTE BRYNGELSON and
BRYNGELSON CORPORATION,

Plaintiffs-Appellants,

vs

HOWARD GARRETT, d/b/a
WALKER'S GARAGE,

Defendant-Appellee.

Filed May 28, 1987

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7-142
86-1314

Appeal from the Iowa District Court for Marshall County (No. 36114) -
Carl D Baker, Judge.

Plaintiffs appeal from trial court's findings that he failed to prove breach
of warranty of workmanlike repair. **AFFIRMED.**

Marie A. Condon, Marshalltown, for the plaintiffs-appellants.

William A. Welp, of Welp & Geffe, Marshalltown, for the
defendant-appellee.

Considered by Snell, P.J., and Hayden, and Sackett, JJ.

PER CURIAM

Plaintiffs-Appellants Berdette Bryngelson and Bryngelson Corporation hired Defendant-Appellee Howard Garrett to repair a bulldozer transmission with plaintiffs' parts. There was a written warranty covering the labor but not for parts. After repair, the transmission did not operate to plaintiffs' satisfaction. Plaintiffs sued defendant for breach of warranty to perform repairs in a workmanlike manner.

The matter was tried to the court which found plaintiffs did not establish their claim of poor workmanship by the preponderance of the evidence. The court entered judgment for defendant. Plaintiffs appeal contending the trial court erred in finding plaintiffs failed to establish their claim against defendant.

This is an action at law. Our scope of review is for correction of errors at law. Iowa R. App. P. 4.

The trial court's findings of fact have the full force of a special verdict and are binding on us if supported by substantial evidence and justified as a matter of law. Chariton Feed and Grain Inc. v. Harder, 369 N.W.2d 777, 782 (Iowa 1985); Keith v. Community School District of Wilton, 262 N.W.2d 249, 255 (Iowa 1978). We review the evidence in the light most favorable to the judgment. Blunt, Ellis & Loewi, Inc. v. Igram, 319 N.W.2d 189, 192 (Iowa 1982). The findings are broadly and liberally interpreted and in the case of ambiguity are construed to uphold rather than defeat the judgment. Murray v. Conrad, 346 N.W.2d 814, 817 (Iowa 1984); Farmers Ins. Group v. Merryweather, 214 N.W.2d 184, 186 (Iowa 1974).

Defendant's mechanic testified he tested the transmission before it left their shop and found it to be operable. The transmission then was installed in plaintiffs' bulldozer. The bulldozer failed to function properly. There was

evidence of factors other than the transmission which could have caused the bulldozer to function improperly

We find substantial evidence to support the trial court's findings.

AFFIRMED