IN THE COURT OF APPEALS OF IOWA

No. 6-297 / 95-663

KEVIN O'BRIEN,

Plaintiff-Appellant,

vs.

SHIRLEY EIVINS, SCOTT EDWIN EIVINS, AND SANDRA ZILA-EIVINS,

Defendants-Appellees.

FILED
SEP 30 1996
CLERK SUPREME COURT

Appeal from the Iowa District Court for Johnson County, William L. Thomas, Judge.

Plaintiff appeals from the district court's ruling awarding a judgment against defendants for breach of a contract for the construction of a house. **AFFIRMED.**

Jay H. Honohan and Sarah S. Maiers of Honohan, Epley, Braddock & Brenneman, Iowa City, for appellant.

William L. Meardon of Meardon, Suppel, Downer & Hayes, P.L.C., Iowa City, for appellees.

Considered by Sackett, C.J., and Huitink and Streit, JJ.

PER CURIAM.

Plaintiff-appellant Kevin O'Brien purchased a house then under construction from defendants-appellees Shirley Eivins and Sandra Zila-Eivins. Defendants were to complete the house before plaintiff took possession. The construction did not progress as the parties intended. After plaintiff took possession, he sued defendants contending they had breached their contract to complete the residence. Defendants counterclaimed seeking damages for delays in construction and changes attributable to plaintiff. The matter was tried to the court who, after a seven-day trial, entered a judgment in favor of plaintiff and against defendants for approximately $34,000 in damages. Plaintiff has appealed asking this court find he is entitled to more money. Defendant has not cross-appealed. We affirm.

Plaintiff contends the trial court erred in not awarding plaintiff damages for allowances and credits that were to be given under the contract and in not awarding damages for the cost of correcting defects in the construction.

The findings of the trial court are binding on us if supported by substantial evidence. *Power Eng'g & Mfg., Ltd. v. Krug Int'l*, 501 N.W.2d 490, 493 (Iowa 1993). We have considered the issues raised by plaintiff and find them to be without merit.

AFFIRMED.