IN THE COURT OF APPEALS OF IOWA

FILED
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CLERK SUPREME COURT

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L & P BUILDERS, LTD ,)

Plaintiff-Appellee,)

vs)

ILHAN CONKLU,)

Defendant-Appellant)

Filed March 9, 1988
7-565
87-554

Appeal from the Iowa District Court for Polk County (No. CL 65-38228) - Gene L Needles, Judge

Defendant appeals from a judgment entered on a suit on account.

AFFIRMED

Paul A Zoss and Burns H Davison III, of Adams, Howe & Zoss, P.C., Des Moines, for the defendant-appellant

John P Dollar, of Seery & Dollar, Des Moines, for the plaintiff-appellee.

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

PER CURIAM

This appeal results from a dispute between an apartment house owner and a building contractor who had contracted to remodel the apartment house. We address a claim that the trial court erred in (1) construing the written contract, (2) finding an oral agreement for additional items, (3) allowing the contractor to recover for the additional items, and (4) finding payment of the contract is acceptance of the work done.

Plaintiff-Appellee L & P Builders, Ltd., contracted to do $20,000 worth of remodeling for Defendant-Appellant Ilhan Conklu. The work was completed. L & P billed Conklu and Conklu paid the $20,000. Then L & P billed Conklu $3,690 for extras. When not paid, L & P sued Conklu for the $3,690. Conklu counterclaimed for $16,495, claiming unsatisfactory workmanship.

The matter was tried to the court. The court found Conklu had orally agreed to the additional work. The court entered judgment against Conklu for $3,690. The court found L & P workmanship to be in part unsatisfactory and entered judgment in favor of Conklu and against L & P for $1,600. Conklu appeals.

I.

Conklu first contends the trial court erred in construing a written contract. A proposal was signed by both parties wherein L & P agreed to do certain work for Conklu.

Apparently Conklu's argument is the findings of the trial court support a holding the contract was not completed to specifications. We disagree. The trial court held Conklu approved all work and made a final site inspection. We find substantial evidence in the record to support this finding. Iowa R. App. P. 14(f)(1).

II.

Conklu next argues the trial court erred in finding he orally agreed to additional items and allowing L & P to recover for the items. We also find substantial evidence to support the trial court's findings Conklu agreed to extra items and L & P met their burden on the claim for additional items. Iowa R. App P 14(f)(1)

III.

Lastly, Conklu contends the trial court erred in finding payment of the contract was acceptance of work done The trial court made no finding that by paying the contract Conklu accepted the work done We therefore find it unnecessary to address Conklu's argument in this regard

AFFIRMED