IN THE COURT OF APPEALS OF IOWA

No. 8-613 / 97-1463
Filed March 31, 1999

WOODS DRYWALL, INC.,
Appellee,

vs.

B.V. ENTERPRISES OF WATERLOO, INC.,
Appellant.

Appeal from the Iowa District Court for Black Hawk County, K. D. Briner, Judge.

A property owner appeals a district court judgment foreclosing a mechanic's lien filed by a subcontractor. **AFFIRMED AND REMANDED.**

Robert J. Murphy of Roberts & Murphy, Independence, for appellant.

David G. Thinnes of Thinnes & Liesveld, Cedar Rapids, for appellee.

Considered by Huitink, P.J., and Vogel and Zimmer, JJ.

VOGEL, J.

B.V. Enterprises (BV) appeals a district court judgment foreclosing a mechanic's lien filed by a subcontractor Woods Drywall (Woods). We affirm.

Background facts. In November of 1994, BV entered into a contract with Paragon Management, a general contractor, to build a motel in Waterloo, Iowa. Paragon subcontracted with Woods to drywall the entire complex. Following disputes about the performed work and project delays, BV paid Woods less than the contracted price. Woods filed a mechanic's lien seeking an additional $22,263.65. BV filed a counterclaim for damages.

After a bench trial, the district court entered an order foreclosing the mechanic's lien and granting Woods a judgment of $16,293.37 plus interest at 10% from the date of filing, in addition to attorney fees and costs. BV's motion to amend findings and motion for a new trial were denied by the court. BV appeals.

Scope of review. An action to enforce a mechanic's lien is in equity, therefore the scope of review is de novo. Iowa Code § 572.26 (1997); Iowa R. App. P. 4; *see also Carson v. Roediger*, 513 N.W.2d 713, 715 (Iowa 1994). Weight will be given to the findings of fact and credibility determinations of the district court, especially in mechanic's lien cases. *Bidwell v. Midwest Solariums, Inc.*, 543 N.W.2d 293, 295 (Iowa App. 1995); *Giese Constr. Co. v. Randa*, 524 N.W.2d 427, 430 (Iowa App. 1994).

Compensation due. BV contends that the district court erred in determining that Woods was entitled to compensation in excess of that which it had already received.

A contractor who has substantially complied with a contract is entitled to recover the contract price with deductions for any defects or incompletions. *See Nepstad Custom Homes Co. v. Krull*, 527 N.W.2d 402, 406 (Iowa App. 1994). It is the contractor's burden to show substantial performance. *See Id.*

BV contends that Woods failed to produce documentary evidence to support its claim as to the amount of work completed. BV cites *Knudson v. Bland*, 113 N.W.2d 242 (Iowa 1962), for the proposition that a mechanic's lien claimant bears the burden to provide "strictest proof" of its work. However, we find no such language in *Knudson* and no other authority to support the requirement of such proof. We conclude that the detailed testimony was sufficient to allow the court to make its findings.[1]

BV also contends that it provided ample evidence of contractual backcharges against Woods which would reduce the amount owed by BV to zero. However, the

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[1]In its ruling, the trial court stated:

> The court is surprised at the lax records and the paucity of objective evidence, including the complete absence of significant photographic documentation. To the extent that assessing the credibility of witnesses helps resolve any of the disputed issues, the court finds the testimony of James Woods more credible and more consistent with the rest of the evidence than the testimony of Kevin Lauver, whose company [Paragon] the defendants are in effect answerable for.

trial court found and we agree that "Paragon failed to produce any records at all to support its bald assertion that it incurred those charges." We find that the court, in determining that Woods satisfactorily performed 85% of the contract and rejecting BV's claim for backcharges, made its decision after weighing the available evidence and determining the credibility of the parties. We find the district court's ruling to be sound and find no reason to alter those findings on appeal.

Appellate attorney fees. Woods asks for an award of appellate fees. Iowa Code section 572.32 permits an award of attorney fees to a plaintiff who successfully enforces its mechanic's lien. *See Nepstad*, 527 N.W.2d at 407. We find that Woods is entitled to a reasonable attorney fee. However, as Woods did not file an affidavit supporting its request, we remand for determination of a reasonable fee. We do not retain jurisdiction.

AFFIRMED AND REMANDED.