FILED
MAY - 4 1990
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 0-147 / 89-815

LOUIE'S FLOOR COVERING, INC.,

Plaintiff-Appellee,

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vs.

KENNETH BILBREY and VAL BILBREY,

Defendants-Appellants.

Appeal from the Iowa District Court for Polk County, Gene L. Needles, Judge.

Defendants appeal the entry of a judgment against them for flooring installed in their home by plaintiff and from the trial court's denial of their counterclaim. **AFFIRMED.**

Michael J. Green, Des Moines, for appellants.

Robert H. Laden of Hyland, Laden & Pearson, P.C., Des Moines, for appellee.

Considered by Oxberger, C.J., and Hayden and Sackett, JJ.

PER CURIAM 138

Defendants-appellants Kenneth Bilbrey and Val Bilbrey appeal a judgment rendered against them in favor of plaintiff-appellee Louie's Floor Covering, Inc. for floor covering installed by plaintiff on defendants' premises, and from the trial court's denial of their counterclaim contending there were defects in the flooring. We affirm.

Our review is for correction of errors at law. The trial court's findings are binding if supported by substantial evidence. Iowa R. App. P. 4. The real issue is whether the claim for unpaid flooring was properly a claim against the contractor of defendants' home, now bankrupt, or defendants.

The trial court found the defendants had contracted to purchase from plaintiff and denied defendants' counterclaim for alleged defective material and installation. Defendants' contention is that there was not substantial evidence to support a finding an enforceable contract had been made, and it should have been determined the flooring costs were the obligation of the contractor.

Defendants had a contract for the building of a home with a general contractor. The contract provided defendants with an $8,000 flooring allowance. Defendants paid their general contractor in full. Flooring for the home was purchased from and delivered and installed by plaintiff.

There is evidence defendants did business with plaintiff before. Defendant Val Bilbrey made several contacts with plaintiff. After one visit, plaintiff measured defendants' home. The installed flooring was that picked out by Val. There is no evidence of a contract between the general contractor and plaintiff. Whether plaintiff knew, prior to delivery and installation, who the general contractor was is disputed. The bill was sent to the general contractor at defendants' request. We affirm the trial court on this issue.

Defendants further contend the trial court erred in refusing to find plaintiff liable for alleged defects in their floor. There was a factual dispute on issues surrounding the counterclaim. We affirm.

AFFIRMED.