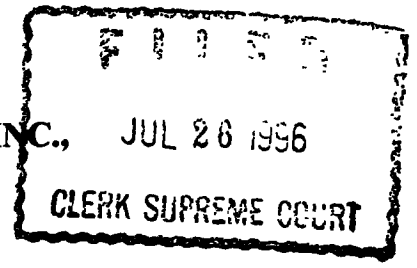
**IN THE COURT OF APPEALS OF IOWA**

No. 6-137 / 95-218




**F.S. CREDIT CORPORATION and ROLLING HILLS F.S., INC.,**

Plaintiffs/Counterclaim Defendants-Appellees,

**vs.**

**LYLE JACKSON and CHERIE JACKSON,**

Defendants/Counterclaimants-Appellants.

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Appeal from the Iowa District Court for Clarke County, David L. Christensen, Judge.

Lyle and Cherie Jackson appeal the district court decision entering judgment against them in favor of Rolling Hills F.S., Inc. on its claim for money due under a contract. **AFFIRMED.**

Richard O. McConville of Coppola, & McConville, P.C., Des Moines, for appellants.

Kenneth R. Munro of Bradshaw, Fowler, Proctor & Fairgrave, P.C., Des Moines, for appellees.

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

**PER CURIAM**

This is an appeal by defendants claiming the district court should not have entered judgment for plaintiff on its claim for money due under a contract and that the court should not have denied their counterclaims. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

On February 11, 1992, Lyle and Cherie Jackson established a line of credit with Rolling Hills F.S., Inc. for the purchase of farm supplies. Jacksons pledged their 1992 corn and soybean crops as security for the loan. As part of the agreement, Rolling Hills applied a herbicide to Jacksons' bean fields. Because of continuing problems with yellow foxtail, Rolling Hills, at its own expense, applied a different herbicide. When Jacksons harvested their crops, they did not pay Rolling Hills, as required by the parties' agreement. When Rolling Hills approached Jacksons about payment, they claimed the applications of herbicides had damaged their beans and refused to pay the debt.

Rolling Hills then filed this action for payment of money due under the contract with Jacksons. Jacksons counterclaimed for damages to their bean crops. The district court determined Jacksons failed to show their bean yields were lower than normal. The court concluded Rolling Hills provided the goods and services as provided by the contract with Jacksons. The court entered judgment against Jacksons in favor of Rolling Hills and F.S. Credit Corporation.

Jacksons have appealed the decision of the district court. They claim the court's decision is not supported by substantial evidence. They then point out all of the evidence which supports their position. When we consider a challenge to the sufficiency of the evidence, the question is whether the evidence supports the findings made by the court. *Second Injury Fund v. Braden,* 459 N.W.2d 467, 468 (Iowa 1990).

We find there is substantial evidence to support the court's decision. The court was able to observe the parties, and thus was in a better position to consider credibility. The court concluded Jacksons' claims concerning reduced bean yield were not credible. Rolling Hills presented evidence that Jacksons bean yields in 1992 were similar to previous years.

Jacksons also claim the district court erred in its construction of the contract for spraying services. In particular, they claim the court improperly found the results of the spraying were the results anticipated. Jacksons state no one expected continued weeds after the first spraying, and no one expected the spraying to damage the beans. As we found above, there was substantial evidence to support the court's conclusion that Rolling Hills' application of herbicides did not damage Jacksons beans.

We affirm the decision of the district court. Costs of this appeal are assessed to Jacksons.

**AFFIRMED.**