

**IN THE SUPREME COURT OF IOWA**

No. 24 / 07-0414

Filed February 1, 2008

**CHRISTOPHER TEGGATZ** and **TANYA TEGGATZ**,

Appellants,

vs.

**SATTLER HOMES, INC.**,

Appellee.

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Appeal from the Iowa District Court for Linn County, Patrick R. Grady, Judge.

Third-party purchasers of home appeal from summary judgment for builder in suit for breach of implied warranty of workmanlike construction. **DECISION OF DISTRICT COURT REVERSED AND CASE REMANDED.**

Webb L. Wassmer of Simmons, Perrine PLC, Cedar Rapids, for appellants.

James P. Craig and Mark J. Parmenter of Lederer, Weston, Craig, PLC, Cedar Rapids, for appellee.

**PER CURIAM.**

Plaintiffs, Christopher and Tanya Tegatz, appeal a district court order granting summary judgment in favor of the defendant, Sattler Homes, Inc., on the plaintiffs' third-party-purchaser action for breach of implied warranty of workmanlike construction against the homebuilder. The district court granted Sattler Homes' motion for summary judgment, finding Iowa law does not extend the implied warranty of workmanlike construction to a subsequent home purchaser. Today, we vacated a court of appeals decision and reversed the judgment of the district court in an action based upon an identical claim. *See Speight v. Walters Dev. Co.*, \_\_\_ N.W.2d \_\_\_ (Iowa 2008) (filed today). We held in *Speight* that "subsequent purchasers may recover for breach of implied warranty of workmanlike construction against a builder-vendor as recognized in *Kirk [v. Ridgway]*, 373 N.W.2d 491 (Iowa 1985)] for first-party purchasers." *Id.* at \_\_\_. Our ruling in *Speight* controls here. We therefore reverse the district court's order granting summary judgment to the defendant homebuilder and remand for further proceedings.

**DECISION OF DISTRICT COURT REVERSED AND CASE REMANDED.**

This opinion shall not be published.