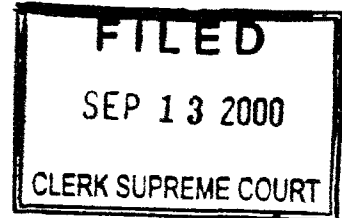


IN THE COURT OF APPEALS OF IOWA

No. 0-479 / 99-1378
Filed September 13, 2000



**FRANK CONKEY, d/b/a
CONKEY ELECTRIC CO.,**
Plaintiff-Appellant,

vs.

IOWA VETERINARY SUPPLY,
Defendant,

**NORWEST BANK IOWA, N.A, and
RANDALL SHANKS,**
Appellees.

Appeal from the Iowa District Court for Woodbury County, James D. Scott,
Judge.

Plaintiff appeals from a district court ruling establishing the priority of security interests and liens on a judgment entered in his favor against the defendant in his suit seeking payment for electrical work performed. **APPEAL DISMISSED.**

Frank Conkey, Sioux City, pro se.

Rebecca A. Nelson of Rawlings, Nieland, Probasco, Killinger, Ellwanger,
Jacobs & Mohrhauser, L.L.P., Sioux City, for appellee Norwest Bank.

Randall J. Shanks of the Shanks Law Firm, Council Bluffs, pro se.

Considered by Sackett, C.J., and Streit and Vaitheswaran, JJ.

PER CURIAM

Frank Conkey appeals the district court's ruling regarding the claimants who are entitled to recover from the judgment awarded in his civil action against Iowa Veterinary Supply Company. Because Conkey has failed to comply with the Iowa Rules of Appellate Procedure, we dismiss his appeal.

I. Background Facts and Proceedings.

Conkey commenced an action against Iowa Veterinary Supply Company in 1995. He prevailed, and the district court entered a judgment in his favor for \$85,000 plus interest and court costs. Various individuals and entities made claims against the judgment, including Randall Shanks and Norwest Bank Iowa, N.A. Shanks, Conkey's attorney, asserted that in addition to his retainer he was entitled to one-third of the judgment for his fee and reimbursement for the expenses he had incurred on his client's behalf. Norwest asserted its 1989 security agreement with Conkey gave the bank priority over all other claimants. The district court ruled the fee sought by Shanks was unreasonable and Norwest's security interest had lapsed.

Conkey and Shanks each filed a motion for a new trial and a motion to reconsider the ruling; Norwest also filed a motion to reconsider. The district court overruled Conkey's motions. The court did, however, rule Shanks was entitled to recover one-third of the judgment as his contingency fee; it credited Shanks's retainer against this amount. The court also ruled Norwest's security agreement with Conkey gave the bank priority over all other claimants except Shanks.

Conkey appeals.

II. Dismissal.

Conkey has chosen to represent himself in this appeal. Having made this choice, Conkey bears the risk of proceeding without the advice and assistance of counsel. See *Metropolitan Jacobson Dev. Venture v. Board of Review of Des Moines*, 476 N.W.2d 726, 729 (Iowa App. 1991). We recognize Conkey may not have had any formal legal training, but we cannot treat his appeal any differently from an appeal handled by a lawyer. See *Kubik v. Burk*, 540 N.W.2d 60, 63 (Iowa App. 1995). As we have stated before, “The law does not judge by two standards, one for lawyers and the other for lay persons . . . all are expected to act with equal competence.” *Metropolitan*, 476 N.W.2d at 729.

An appellant’s failure to comply with the Iowa Rules of Appellate Procedure can lead to summary disposition of the appeal. See *Inghram v. Dairyland Mut. Ins. Co.*, 215 N.W.2d 239, 239 (Iowa 1974). Conkey’s brief does not comply with these rules in several significant respects. It does not, for example, clearly state the issues Conkey is presenting for review. See Iowa R. App. P. 14(a)(3). We cannot permit substantial departures from the rules on the basis that Conkey is handling his own appeal. See *Simmons v. Brenton Nat’l Bank of Perry*, 390 N.W.2d 143, 145 (Iowa App. 1986).

As a matter of grace, we have on occasion determined an appeal even though the appellant has failed to comply with the Iowa Rules of Appellate Procedure. See *In re Estate of DeTar*, 572 N.W.2d 178, 181 (Iowa App. 1997); *Inghram*, 215 N.W.2d at 240. Regrettably, we cannot extend such grace in this case. Conkey’s chief concerns appear to be the validity and priority of Norwest’s

security interest and the amount of Shanks's attorney fees. His final brief and reply brief, however, contain little relevant authority and few appropriate references to the record regarding these "issues." See Iowa R. App. P. 14(a)(5). For example, Conkey claims his 1989 security agreement with Norwest should have been terminated because he paid off his loan, but he does not cite anything in the record that confirms his obligations to the bank have been satisfied. Some of Conkey's other claims seem to contradict the record. While Conkey claims the security agreement is "so vague that no one could tell you what is secured," the agreement explicitly describes the types of "rights to payment" in which Norwest has a security interest. Similarly, although Conkey claims Shanks's fees should be reduced because of his alleged malpractice, our review of the record uncovered an affidavit in which Conkey stated "I felt Attorney Shanks did a good job representing me in this case and that he deserves to be compensated for his efforts in securing this verdict."

Because Conkey's briefs do not clearly articulate legal and factual bases for reversing the district court's ruling, we could only reach the merits of his appeal after undertaking his research and advocacy and engaging in considerable guesswork as to what his contentions are. See *Inghram*, 215 N.W.2d at 240. To avoid a breakdown in our judicial system, we refuse to assume this partisan role. See *id.*; *Simmons*, 390 N.W.2d at 145.

APPEAL DISMISSED.