FILED
MAR 29 1978
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

DOUGLAS J. NYE,	)	
Appellant,	)	Filed March 29, 1978
vs.	)	
FLUOR ARABIA, LTD., A Subsidiary of FLUOR CORPORATION,	)	417 / 2-60487
Appellee.	)	

Appeal from Linn District Court - William R. Eads, Judge.

Plaintiff-employee, an Iowa resident, appeals the sustaining of the special appearance of defendant-employer, a California corporation, on grounds the personal services contract did not provide for performance in whole or in part in Iowa under § 617.3, The Code. - Affirmed.

Lloyd E. Humphreys, of Humphreys & Associates, Cedar Rapids, for Appellant.

A. John Frey, of Jurgemeyer, Frey & Haufe, Clinton, for Appellee.

Heard by Allbee, C.J., and Donielson, Snell, Oxberger & Carter, JJ.

PER CURIAM

Plaintiff-employee Douglas J. Nye, an Iowa resident, appeals the sustaining of the special appearance of defendant-employer Fluor Arabia, Ltd., a subsidiary of Fluor Corporation, a California corporation. The trial court held the contract did not provide for a performance by either party in whole or in part in Iowa to support invoking the long-arm jurisdiction of § 617.3, The Code. We affirm.

Nye urges the following acts were to occur in Iowa under the contract and constitute the requisite performance:

1. Fluor's reimbursement of expenses incurred by Nye and his dependents in preparing for relocation in Saudi Arabia.

2. Storage costs of personal and household goods to be paid if stored within a 50-mile radius of the point of origin.

3. Transportation costs in the form of airline tickets received in Iowa for flight to Saudi Arabia.

Gravelie v. TBS Pacific Inc., 256 N.W.2d 230, 232 (Iowa 1977) ruled in an action between Iowa travel agencies and a Hawaiian corporation that there were no services or goods to be performed in or shipped into Iowa within the contemplation of § 617.3. The negotiations for performance in Hawaii had their initiation from Iowa and funds passed from the travel agencies to the defendant foreign corporation via a check ultimately honored in Iowa. The court indicated these matters could serve as some indication of contacts with Iowa should the court reach the constitutional minimum contacts question. However, "... negotiations and the honoring of a check do not relate to the place of performance of the contract which is Iowa's sole basis for claim of jurisdiction in this dispute." 256 N.W.2d at 232.

Gravelie supports the trial court's sustaining of Fluor's special appearance on this ground. Negotiations, arrangements for reimbursement of moving and storage expense, and receipt of airfare do not relate to the place of performance of this personal services contract. They are merely preparatory to the performance in Saudi Arabia contracted for between the parties.

AFFIRMED.