

FILED

AUG 23 1989

CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

NEAL M. SEUNTJENS and)
SHARON SEUNTJENS,)

Plaintiffs-Appellees,)

vs.)

TERRY SCHRANK and GERRY)
SCHRANK,)

Defendants-Appellants.)

9-219
88-1057

571

Appeal from the Iowa District Court for Woodbury County
(97313-C), Cameron B. Arnold, Judge.

Defendants appeal a district court order determining
the plaintiffs were entitled to possession of the farm and
requiring the defendants to be removed therefrom.
AFFIRMED.

Dan Connell of Connell & Duffy, Storm Lake, for
defendants-appellants.

James F. Gaukel of Gaukel, Nevins & Westergaard, Sloan,
for plaintiffs-appellees.

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

PER CURIAM

Schranks appeal a district court order determining Seuntjens were entitled to possession of the farm and requiring Schranks be removed therefrom. We affirm.

Neal and Sharon Seuntjens bought the farm property in 1986 from Citizens National Bank. The purchase price reflected a reduction in price due to the existence of the lease with Terry and Gerry Schranks.

The lease agreement provided for a three-year lease from March 1, 1985, to March 1, 1988. The lease later provided the Schranks had the first option to rent. The Schranks also contend the Angstroms, who were the former owners, agreed to give them the first option to buy the farm if they decided to sell.

On August 20, 1987, the notices of termination of farm tenancy as of March 1, 1988, were sent to the Schranks. When the Schranks refused to vacate the property in 1988, the Seuntjens filed this forcible entry and detainer action. In defense of this action, the Schranks claimed they were entitled to remain in possession since they should have been given the first option to purchase the property when the Seuntjens purchased the farm. The district court found for the Seuntjens and the Schranks have appealed.

For matters tried in equity, our scope of review is de novo. Iowa R. App. P. 4.

The Schranks argue the trial court erred in finding they were wrongfully detaining possession of the land in question. To support their claim the Schranks argue the original unrecorded lease guaranteed them first option to buy the land in the event of sale by the original landlord. The Schranks called a number of witnesses and adduced testimony regarding the existence of the option, all of which we find are irrelevant to the disposition of this matter.

This action was brought by plaintiffs, Seuntjens, pursuant to Iowa Code section 648.1(4) (1987), which states:

A summary remedy for forcible entry or detention of real property is allowable:

* * *

4. Where the defendant continues in possession after a sale by foreclosure of a mortgage, or on execution, unless the defendant claims by a title paramount to the lien by virtue of which the sale was made, or by title derived from the purchaser at the sale, in either of which cases such title shall be clearly and concisely set forth in the defendant's pleading.

The purpose of chapter 648 is to enable persons entitled to possession of real estate to obtain possession in a summary proceeding. Rudolph v. Davis, 239 Iowa 372, 375, 30 N.W.2d 484, 486 (Iowa 1948). This legislative goal is buttressed by section 648.19, which states:

An action of this kind shall not be brought in connection with any other action, with the exception of a claim for rent or recovery as provided in sections 562A.24, 562A.32, 562B.22, 562B.25, or 562B.27, nor shall it be made the subject of counterclaim.

In its judgment, the trial court held:

[T]he above cause fits within the remedy provided by Chapter 648 of The Code. There has been much attention given hereto the question of the wording in the lease providing for an option and the oral representations made by the Angstroms. While it appears that certain rights were intended, the same are not possessory. This cause of action only tests the right of possession to the property and it is clear that by virtue of the warranty deed and contract of sale and further by virtue of the termination of the lease that the plaintiffs are entitled to possession of the property.

We determine the trial court was correct in its findings. However, simply because the Schranks claims were not properly before this court in this action, our holding should not be construed as limiting the rights of the defendants to pursue other avenues to secure the legal rights which they may have.

The Schranks also argue the equitable doctrine of unclean hands should be invoked to deny plaintiff's relief here. We find defendants' claim is without merit.

AFFIRMED.