IN THE COURT OF APPEALS OF IOWA

No. 1-40 / 90-1095

FILED
AUG 27 1991
CLERK SUPREME COURT

366

JUDY MINNICK,

Appellee,

vs.

DAN EWART,

Appellant.

Appeal from the Iowa District Court for Louisa County, D. B. Hendrickson, Judge.

Ewart appeals district court's judgment ordering specific performance of an oral contract and requiring him to replace a building he had removed from Minnick's property. **AFFIRMED.**

David W. Newell, Muscatine, for appellant.

Roger A. Huddle of Weaver & Huddle, Wapello, for appellee.

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

PER CURIAM

Minnick is the owner of land on which the building in question was constructed. A previous tenant who owned the building declared bankruptcy. As a result, the building was to be sold at auction.

Prior to the auction Minnick met with the defendant, Dan Ewart. The parties agreed Ewart would rent the land from Minnick for $1200 per year. Furthermore, Ewart would purchase the building at the auction, and Minnick would refrain from bidding. In return, according to the district court findings, Ewart agreed to sell the building to Minnick at the expiration of his rental agreement for $1200, the amount Ewart paid for the building at auction less depreciation.

Subsequently, Ewart became delinquent in the payment of rent and taxes. In March 1989 the district court granted Minnick's forcible entry and detainer action requiring Ewart to vacate the property. Instead of selling the building to Minnick, Ewart removed the building from the property. As a result, Minnick filed this action seeking relief for Ewart's action in removing the building. The district court ordered Ewart to replace the building after Minnick tendered $1200.

Ewart appeals, claiming the district court erred in ordering specific performance and the evidence is insufficient to support any relief in favor of Minnick.

We concur in the trial court's conclusion Minnick had a valid and enforceable contract to purchase the building for $1200 less depreciation. Minnick's agreement not to bid against Ewart at the auction, which permitted Ewart to purchase the building for a price substantially less than its fair market value, and allowing Ewart to rent the land for an amount less than the cost to rent the land with the building memorialized their argeement.

Specific performance is available when the contract involves property which is unique or possesses special value. Moser v. Thorp Sales Corp., 256 N.W.2d 900, 907 (Iowa 1977). Real estate is assumed to possess this necessary quality. Id.

"Wherever a situation exists which is contracy to the principles of equity and which can be redressed within the scope of judicial action, a court of equity will devise a remedy to meet the situation. . . ." Id. (quoting McClintock on Equity, § 29 at 76 (2d ed. 1948)). In fashioning a remedy in this case, the trial court ordered Ewart to replace the building on the premises owned by Minnick in the same condition it was prior to its removal after receiving Minnick's payment of $1200. The object of specific performance is to best effectuate the purposes for which a contract was made, and it should be granted upon such terms and conditions as justice requires. Berryhill v. Hatt, 428 N.W.2d 647, 657 (Iowa 1988). We deem specific performance to be an appropriate remedy to serve justice in this case.

Costs of appeal are taxed to appellant.

AFFIRMED.