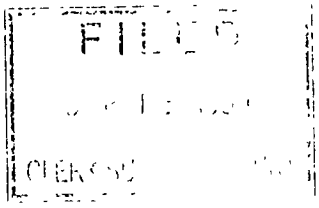
IN THE COURT OF APPEALS OF IOWA

No. 1999-21 (9-131) / 98-1165
Filed September 15, 1999



DeBRUCE GRAIN, INC., A Missouri Corporation,
Appellee,

vs.

JANELL YORK, a/k/a JANELL McINTYRE,
Appellee,

RICHARD REX YORK,
Appellant.

Appeal from the Iowa District Court for Fremont County, James S. Heckerman, Judge.

Richard York appeals a district court order granting DeBruce Grain's motion for discharge and dismissing his petition for specific performance in an interpleader action. **AFFIRMED.**

Patrick A. Sondag of Root, Tinley & Sondag, Council Bluffs, for appellant.

Timothy J. Walker and Stephen E. Doohen of Whitfield & Eddy, P.L.C., Des Moines, for appellee DeBruce Grain, Inc.

Considered by Huitink, P.J., and Streit and Mahan, JJ.

HUITINK, P.J.

Richard York appeals a district court order granting DeBruce Grain's motion for discharge and dismissing his petition for specific performance in an interpleader action. We affirm.

I. Background Facts and Proceedings.

The June 1997 decree dissolving Richard and Jannell York's marriage provided for the division of their farming assets. In January 1998, while the appeal from that decree was pending, Richard sold 1850 bushels of soybeans to DeBruce for $11,799. DeBruce refused to pay Richard after Jannell claimed the dissolution decree granted her an interest in the sale proceeds. Richard subsequently sued DeBruce for breach of contract seeking specific performance of his agreement with DeBruce.

In a separate interpleader action, DeBruce requested discharge from liability on either claim upon deposit of the disputed sale proceeds with the clerk of court. The district court granted DeBruce the relief requested and dismissed Richard's breach of contract action against DeBruce.

On appeal, Richard contends DeBruce was not entitled to a discharge. Richard argues his breach of contract claim was separate and distinct from any claim to the sale proceeds.

II. Scope of Review.

We review this equity action de novo. *See* Iowa R. App. P. 4.

III. Interpleader.

Iowa Rule of Civil Procedure 35 provides:

> A person who is or may be exposed to multiple liability or vexatious litigation because of several claims against him for the same thing, may bring an equitable action of interpleader against all such claimants. Their claims or titles need not have a common origin, nor be identical, and may be adverse to, or independent of each other. Such person may dispute his liability, wholly or in part.

The essential elements of proof justifying interpleader relief are: (1) the same thing, debt, or duty must be claimed by both or all parties against whom relief is demanded, and (2) the party utilizing interpleader must have incurred no independent liability to either of the claimants, that is, the party must stand perfectly indifferent between them, in the position of a mere stakeholder. *See Spahn & Rose Lumber Co. v. Iowa Steel & Const. Co.*, 131 N.W.2d 791, 793, 257 Iowa 168, 171 (1964) (detailing differences between common law equitable interpleader and interpleader procedure under Iowa Rules of Civil Procedure). If the interpleader plaintiff is separately liable to both or all defendants, then there is no case for interpleader relief. *Id.* at 793, 172.

Our review of the record fails to disclose any consequential distinction between Richard's breach of contract claim and claims made to the disputed sale proceeds. Although Richard may arguably advance distinct theories of recovery, both claims are nevertheless for the benefit of the bargain, the sale proceeds, with DeBruce. Because Richard and Jannell claim the same thing and the record fails to disclose DeBruce's independent liability to either, the district court correctly concluded DeBruce was a "stakeholder" entitled to interpleader relief under rule 35.

We have carefully considered the remainder of the parties' contentions and find that they are either controlled by the foregoing or their resolution unnecessary to the disposition of this appeal. The judgment of the district court is affirmed.

AFFIRMED.