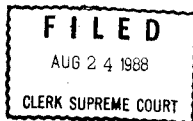


IN THE COURT OF APPEALS OF IOWA



BRYAN L. HARDEN and EVA K.)
HARDEN, by RICHARD L. HARDEN,)
Father and Next Friend,)

Plaintiffs-Appellants,)

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vs.)

CITIZENS STATE BANK,)

8-360
87-1277

Defendant-Appellee.)

Appeal from the Iowa District Court for Wayne County
(No. L 20854), Darrell Goodhue, Judge.

Plaintiffs appeal a district court ruling granting
defendant's motion for summary judgment and dismissing
plaintiffs' actions for conversion and intentional inter-
ference with business relations. **AFFIRMED.**

Greg W. Steensland of Steensland Law Office, Ames, for
plaintiffs-appellants.

Kevin M. Reynolds of Whitfield, Musgrave & Eddy, Des
Moines, for defendant-appellee.

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

PER CURIAM

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The parties requested the trial court to rule on defendant's motion for summary judgment under a set of stipulated facts. The trial court sustained the defendant's motion. The result of that ruling was the dismissal of plaintiffs' action for conversion and intentional interference with business relations.

Both parties agree that the Statement of Material Facts To Which There Is No Genuine Dispute, as filed by the defendant and as later amended by the parties, state the facts of this case. Since there is no genuine issue of material fact, we must determine whether the defendant, on its motion for summary judgment, is entitled to judgment as a matter of law. Iowa R. Civ. P. 237(c).

This dispute centers around the 1983 crop of Richard and Janice Harden. The bank held a perfected security interest in that crop. The Hardens were in default on a loan made to them by the bank. The bank notified the Corydon Elevator that their name be placed on any crop checks to the Hardens in 1983. The 1983 crop was sold. The elevator, on November 13, 1983, issued their draft in the sum of \$3,328.34 made payable to Bryan Harden, a twelve-year-old son of Richard James Harden and the defendant bank.

The Hardens went into bankruptcy. The senior Harden, along with the bank, consented to an order from the bankruptcy court placing the funds in a special account.

Neither Bryan nor his sister Eva consented to the arrangement but there is nothing in the stipulated facts which reveal that they either protested or made claim to the check.

The bankruptcy proceedings were later dismissed. The bank obtained an injunction enjoining the senior Harden from disposing of the funds held in that special account. It was later determined that Bryan was the rightful owner of the check. The proceeds were released to him along with all accrued interest.

The measure of damages for conversion is the fair and reasonable market value of the property at the time of taking. Murray v. Conrad, 346 N.W.2d 814 (Iowa 1984). The proceeds of the sale of the grain (which sale was authorized and directed by Richard Harden) and the interest which has accrued has already been released and turned over to the plaintiffs. They have already received all they are entitled to under the stipulated facts we have before us. We have nothing to indicate a claim is being made for any special damages.

But even if the plaintiffs had properly raised the issue of special damages, we can find as a matter of law that they are not entitled to any further recovery. The record before us does not support a recovery for special damages.

Plaintiffs also seek judgment under their count for interference with business or contractual relations. Under the undisputed facts, the elements necessary to support this tort are not present. Those elements are set forth in Stoller Fisheries, Inc. v. American Title Insurance Co., 258 N.W.2d 336 (Iowa 1977). The trial court found, and we agree, there is no conduct on the part of the defendant which interfered with a contractual relationship of the plaintiffs and a third party. Thus, we affirm this part of the court's ruling.

We find also the trial court was correct in sustaining the motion for summary judgment as to the punitive damage claim.

AFFIRMED.