

IN THE COURT OF APPEALS OF IOWA

No. 9-591 / 08-1712
Filed October 7, 2009

TONY BARTELS,
Plaintiff-Appellant,

vs.

STATE CENTRAL BANK,
Defendant-Appellee.

STATE CENTRAL BANK,
Plaintiff-Appellee,

vs.

TONY BARTELS,
Defendant-Appellant.

Appeal from the Iowa District Court for Lee County (South), Michael Schilling, Judge.

Tony Bartels appeals the district court's ruling in this consolidated action.

AFFIRMED.

Toby J. Gordon of Schulte, Hahn, Swanson, Engler & Gordon, Burlington, for appellant.

James F. Dennis, Keokuk, for appellee.

Considered by Vogel, P.J., Potterfield, J., and Huitink, S.J.*

*Senior judge assigned by order pursuant to Iowa Code section 602.9206 (2009).

HUITINK, S.J.

Tony Bartels appeals the district court's rulings in this consolidated action. Bartels brought a replevin action against State Central Bank (SCB) claiming the right of possession of four items: a 2002 Fontaine trailer, a 2005 Fontaine trailer, a 1994 Peterbilt truck, and a 1990 Ford pickup truck. Eight days later SCB filed an action at law asserting Bartels¹ had defaulted on a promissory note, SCB had a security interest in the Peterbilt truck and the 1990 Ford pickup, and seeking a writ of attachment authorizing seizure of the four items. The actions were consolidated² and tried to the court. The trial court issued an extensive ruling on both matters. With respect to the replevin action, the trial court concluded Bartels could not prevail on his claim of possession for the 2002 Fontaine trailer, the Peterbilt tractor, or the 1990 Ford pickup, but entered judgment for Bartels against SCB for loss of use of the 2005 trailer in the amount of \$1625 together with interest at the legal rate. With respect to the action on the promissory note, the court entered judgment against Bartels in the amount of \$82,728.58 plus interest at the rate fixed by the promissory note so long as it does not exceed the maximum rate permitted by statute. Bartels appeals from the judgment on each action, essentially contending the trial court's findings of fact and resulting judgment were not supported by sufficient evidence.

¹ The law action also asserted claims against Robin Bartels and Ronnie Hicks. Robin Bartels did not appear before the trial court. Neither Robin Bartels nor Ronnie Hicks have appeared before this court.

² We note that Iowa Code section 643.2 (2007) prohibits the joinder of causes of action to an action of replevin. While the parties agreed to consolidate Bartels's action of replevin with SCB's law action, in doing so the issues have become unnecessarily muddled and intermingled. We discourage this practice.

Our review is for corrections of errors of law. See Iowa R. App. P. 6.4. The court's findings are binding upon us if supported by substantial evidence. See Iowa R. App. P. 6.14(6)(a). This standard of review dictates the result in this case.

Contrary to Bartels's claims, we find substantial evidence supports the trial court's findings of fact and resulting judgment, with one exception—the court found that “[t]he parties agree [the 2002 Fontaine trailer] has a value of about \$15,000.00.” The parties, however, stipulated at trial that the value of that item was as asserted in SCB's petition, which was \$30,000. With that one exception, having reviewed the record, the briefs of the parties, and the district court's extensive ruling we find no error. Any further discussion would add little to and not change the disposition of this case. We therefore affirm.³

AFFIRMED.

³ The trial court concluded that Bartels's claim to the 2002 Fontaine trailer must fail due to Bartels's failure to join the co-owner of the 2002 trailer as a party. We find it unnecessary to determine whether all parties with an ownership interest in the property must join in a suit for replevin. It is enough to state that we conclude Bartels failed to establish the right to immediate possession of the 2002 Fontaine trailer.