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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

ROGER L. CHEW and JAYNE E. CHEW,	)	
Plaintiffs-Appellants,	)	Filed June 29, 1988
vs.	)	44
RUSSELL A. DILLEY and SHARON K. DILLEY,	)	8-236 87-1319
Defendants-Appellees.	)	

Appeal from the Iowa District Court for Pottawattamie County (EQ58385), Paul H. Sulhoff, Judge.

Plaintiffs appeal from a district court order interpreting the respective rights of the parties to a 1983 real estate contract. **AFFIRMED.**

Curtis J. Heitoff of Heithoff, Pratt & Heithoff, Council Bluffs, for plaintiffs-appellants.

Michal A. Sciortino of Sciortino and Vannier, Council Bluffs, for defendants-appellees.

Considered by Donielson, P.J., and Schlegel and Hayden, JJ.

DONIELSON, P.J.

Plaintiffs appeal from a district court order interpreting the respective rights of the parties to a 1983 real estate contract. We affirm.

On May 22, 1983, the Chews and Dilleys entered into a real estate contract. The Chews were to purchase from the Dilleys certain land and improvements. The contract provided, inter alia, that the Chews agreed to pay ". . . [t]en thousand (Approx.) at 18% Interest for the Improvements, as Principal and Interest each month thereafter for 10 years." The improvements were for providing lights, gas, a road, water, sewer and a downpayment for the Chews to buy a mobile home.

After the Chews received a notice of forfeiture from the Dilleys, they filed this declaratory action seeking to establish the respective rights of the parties. The district court noted that the price for the improvements was deliberately listed as "approx." in the contract since it was only an estimate. Based on evidence presented to it, the court ruled that the actual "improvements" cost was $12,341.41. The main reason for the difference between this figure and $10,000 was that the Dilleys had paid an additional $2,000 for the Chew's downpayment on the mobile home. Following this ruling, the Chews have appealed.

Our scope of review is de novo. Iowa R. App. P. 4. We give weight to the fact findings of the trial court, especially when considering the credibility of witnesses, but we are not bound by them. Iowa R. App. P. 14(f)(7).

The Chews contend on appeal that the trial court erred in reforming the real estate contract between the parties by changing the amount owed for improvements from approximately $10,000 to an exact amount of $12,341.41. In addition, they allege the Dilleys cannot claim more than $10,000 for improvements based on the doctrines of estoppel by acquiescence and equitable estoppel.

After a de novo review of the record, we affirm the trial court's decision. The trial court did not reform the contract. Obviously, the term "approx." was deliberately stated in the contract since the precise dollar amount of improvements was not known at that time. The expenses paid for the improvements are fair and reasonable. The Chews admit that such improvements and expenditures were made. "Approximately" does not mean "exactly." Therefore, we do not find, as the Chews contend, that the contract called for the Chews to pay $10,000 and no more.

The Chews allege the trial court erred in not awarding them a reasonable attorney's fee, in accordance with Iowa Code section 625.22. We do not agree and affirm the trial court in this regard.

AFFIRMED.