

FILED
MAY 31 1979
COURT OF APPEALS

18

IN THE COURT OF APPEALS OF IOWA

In the Matter of the Estate of	)	
LEO BRUNS, JR., Deceased.	)	Filed May 31, 1979
RICHARD M. OPPEERMAN and	)	
CELIA OPPEERMAN,	)	<u>119</u>
	)	2-62078
Appellants.	)	

Appeal from Fayette District Court - Roger F. Peterson & C. W. Antes, Judges.

Contract purchasers of estate farmland appeal trial court's rejection of
their contract. - AFFIRMED.

Dennis W. Parmenter, of Traeger & Koempel, West Union, for Appellant.

James S. Updegraff, of Donohue Law Office, West Union, for Administrator.

Hugh Field, of Beecher, Beecher, Holmes & Rathert, Waterloo, for Russell Lockard.

Heard by Oxberger, C. J., and Donielson, Snell and Johnson, JJ. Carter, J.,
takes no part.

PER CURIAM

This appeal arises out of trial court's rejection of a contract to purchase farmland from the estate of Leo Bruns, Jr. The administrator of said estate had entered into two contracts of sale, one with Richard and Celia Opperman and the other with Russell Lockhard, conditioning both contracts on court approval. Upon presentation to the probate court for approval of either of the contracts, the judge found that it was in the best interests of the estate to reject both. The Oppermans appeal that decision. We affirm.

Our review of this matter is de novo. Section 633.33, The Code 1979; Iowa R. App. P. 4. Sales of estate realty are governed, in part, by section 633.399 which provides that:

The court shall examine (the personal representative's) report, and if satisfied that the sale, mortgage, exchange, or lease has been at a price and upon terms advantageous to the estate, and, in all respects, made in conformity with law, and that it ought to be confirmed, shall confirm the same and order the personal representative to deliver a deed. . . . If not satisfied that the sale, mortgage, exchange, or lease has been made in conformity with law and that it is to the best interests of the estate, the court may reject the sale, mortgage, exchange, or lease. . . .

After consideration of the Opperman and Lockhard contracts, we agree with trial court's conclusion that they are substantially the same. The Oppermans contend, nevertheless, that the court should have approved their contract because it was first in time, its terms were beneficial to the estate, and it was made in conformity with law. Their analysis ignores, however, part of the statutory language quoted above to the effect that the court must be satisfied that the sale ought to be confirmed. We think this phrase vests the probate court with discretion to evaluate a proposed sale in terms of whether the transaction would further the best interests of the estate. See also In re Estate of Rude, 233 Iowa 792, 797-99, 10 N.W.2d 536, 539 (1943). In a case such as this one where two nearly identical contracts of sale were submitted for approval, it was reasonable for the court to assume that additional bids would break the deadlock and result in a better advantage to the estate. We find no abuse of discretion on the part of the trial court in refusing to confirm the Opperman's contract and affirm its order of rejection.

AFFIRMED.