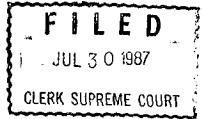


IN THE COURT OF APPEALS OF IOWA



IN THE MATTER OF THE ESTATE OF)
MINNIE ANTHONY, Deceased,)

MAE ARENDS,)

Plaintiff-Appellant,)

vs.)

THE SAC CITY STATE BANK,)
DONALD D. BARLOW, and)
CLARENCE LEE BARLOW,)

Defendants-Appellees.)

Filed July 30, 1987

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7-232
86-1351

Appeal from the Iowa District Court for Sac County (No. Pro. 10631),
Louie F. Beisser, Judge.

The plaintiff appeals from an adverse final judgment and order denying her Iowa Rule of Civil Procedure 179(b) motion, arguing that the trial court erred in failing to find she established promissory estoppel and that a trust should be imposed upon the decedent's property on behalf of the plaintiff.

AFFIRMED.

Lon R. Tullar, Sac City, for plaintiff-appellant.

Joseph J. Heidenreich of Dresselhuis & Heidenreich, Odebolt, for defendants-appellees.

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

PER CURIAM

Appellant, Mae Arends, contends the district court erred in finding that she had failed to establish her claim of promissory estoppel. Her claim was made in connection with the probate of an acquaintance's will. Arends maintains she is entitled to be named the beneficiary of a trust which should be imposed upon the assets of the acquaintance's estate. The district court denied this particular claim via its disposition of Arends' 179(b) motion for an enlarged and amended ruling. Our review is limited to the correction of errors at law. Iowa R. App. P. 4; Iowa Code § 633.33 (1985).

Our law provides that when a district court, in a law action tried to the court, denies recovery because of a party's failure to carry his burden on an issue, we will not interfere on appeal unless we find the party carried his or her burden as a matter of law. Liberty Mutual Ins. Co. v. Winter, 385 N.W.2d 529, 532 (Iowa 1986). In order to carry that burden, Arends was obligated to establish the following elements of promissory estoppel: (1) a clear and definite agreement; (2) proof that the party seeking to enforce the agreement reasonably relied upon it to his or her detriment; (3) a finding that the equities support enforcement of the agreement. In the Matter of the Estate of Graham, 295 N.W.2d 414, 418 (Iowa 1980). Suffice it to say that Arends has not met her burden as a matter of law.

AFFIRMED.