FILED
DEC 21 1978
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

MARGARET PHILLIPS,	)	
Appellant,	)	Filed December 21, 1978
vs.	)	
SECURITY NATIONAL BANK OF SIOUX CITY, IOWA, EMMA H. LARSEN and DUANE R. LARSEN,	)	706 2-61754
Appellees.	)	

Appeal from the Woodbury District Court- D. M. Pendleton, Judge.

Plaintiff appeals from trial court decree refusing to reform or rescind a trust. Affirmed.

Richard Rhinehart, of Rhinehart, Bikakis & Vohs, of Sioux City, for appellant.

Robert W. Green, of Jacobs, Gaul, Nymann & Green, of Sioux City, for appellees Larsen.

John B. Anderson, of Corbett, Corbett & Anderson, of Sioux City, for appellee Security National Bank of Sioux City.

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

PER CURIAM

Plaintiff appeals from trial court decree in an action to reform or rescind an irrevocable inter vivos trust. The trial court refused to reform or rescind the trust. The only issue urged on appeal is whether the trust should have been terminated because its objects or purposes have failed. We review the issue de novo and affirm the trial court.

We are convinced upon our review of the evidence that the purposes and objects of the trust in question have not failed so as to permit the termination thereof. The evidence reveals that the motive of the settlor (plaintiff) in establishing the trust was to divest herself of assets in order to remain eligible to receive subsidized low rent housing in the State of Wisconsin. The record reflects that plaintiff was advised by her lawyer that in order to accomplish this result, the trust had to be irrevocable. The fact that plaintiff now, for reasons which do not appear in the record, no longer avails herself of the subsidized housing, is not a sufficient circumstance to warrant a finding that the purpose of the trust has failed. Plaintiff availed herself of the benefits permitted by this arrangement for approximately four months and may not now disavow it.

As stated in 76 Am. Jur.2d Trusts, § 89 at 336:

> "[A] trust is not terminated, nor is a ground for its termination provided, by a mere change of condition, as, for example, a change in the health or habits of the beneficiary; by the mere fact that the trust has become impracticable or burdensome; or by a mere occurrence of events not in accord with anticipations of the trustor."

See also Restatement, Trusts (Second) § 335 at 155. In re Cornils's Estate, 167 Iowa 196, 149 N.W. 65 (1914), relied on by plaintiff, may be distinguished. In that case, it was not necessary that the trust be irrevocable to carry out the purpose of the settlor. In the present case, it is fairly to be inferred that it was necessary that the trust be irrevocable to accomplish the desired result.

Where the purposes of a trust have not failed, objection to termination by a beneficiary of a vested interest precludes termination by the settlor. Restatement, Trusts (Second) § 340. Here the ultimate beneficiary of the trust corpus has objected to plaintiff's request for termination.

We have considered all issues presented and find no basis for reversal.

AFFIRMED.