



IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF JUDITH ANNE FORBES and LARRY A. FORBES

Upon the Petition of	)	
JUDITH ANNE FORBES,	)	Filed August 31, 1978
	)	
Appellant,	)	
	)	
And Concerning	)	602
	)	<u>2-61258</u>
LARRY A. FORBES,	)	
	)	
Appellee.	)	

Appeal from Polk District Court - Harry Perkins, Jr., Judge.

Wife appeals from economic provisions of dissolution decree. Affirmed as modified.

Robert W. Brennan, of Adler, Brennan, Joyce & Steger, Des Moines, for appellant.

Marc S. Harding, of Harding & Hassel, Des Moines, for appellee.

Submitted to Donielson, Acting C.J., Snell, Oxberger and Carter, JJ.

PER CURIAM

Petitioner, Judith Forbes, appeals from the economic provisions of the October 27, 1977 decree and November 4, 1977 supplemental decree which terminated her marriage of 19 years to respondent, Larry Forbes. Our review is de novo. Rule 4, Rules of Appellate Procedure. When called upon to divide marital assets we are guided by the criteria listed in *Schantz v. Schantz*, 163 N.W.2d 398 (Iowa 1968). However, we do not consider fault. In re *Marriage of Williams*, 199 N.W.2d 339 (Iowa 1972).

The parties were married in 1958. At that time Larry was a senior in dental school. Judith was working, having ceased to attend college after two years. Three children were born of the marriage, Kathy in November 1959, Tracy in December 1961, and Jeffrey in October 1964. At the time of trial Larry, age 43, was practicing dentistry in Des Moines, netting approximately \$70,000 per year. Judith, age 40, was employed as a secretary, part-time, by Personnel Incorporated. At this time the net worth of the parties was approximately \$275,000.

Under the decree of the trial court Judith was awarded custody of the three children. She was also awarded the family home, valued at between \$127,000 and \$160,000, encumbered by a mortgage of \$82,000, for which she was made solely responsible. She was further awarded the household furnishings, worth at least \$8500, a 1975 automobile valued at \$3000, a private pension plan worth \$1932, and personal items.

Larry was awarded sole interest in his professional dental corporation, valued at \$55,300, the \$2000 equity in a house he purchased after the parties separated, his \$5000 investment in livestock, a \$10,000 interest in a limited partnership, his private pension plan, valued at \$11,500, a 1977 automobile, purchased by his corporation and mortgaged for nearly all of its \$9500 value, cash of nearly \$8000, a horse trailer, three boats with motors and trailers, life insurance policies, and personal items.

The decree required Larry to pay child support of \$300 per month per child until a child reached 18 years of age or graduated from high school, whichever occurred later. Both parties were ordered to "contribute according to . . . ability" toward post-high-school educational expenses of the children. A trust for the benefit of the children, funded by Larry at the rate of \$3600 per year, was ordered continued. Judith was

awarded alimony of \$100 per month until she remarries. Larry was ordered to retain his life insurance policies in face amounts totalling \$114,000 with Judith as beneficiary as long as he is obligated to pay alimony or child support. Each party was made solely responsible for debts incurred by them after the June 1976 separation date. Larry was ordered to pay costs and \$2000 toward Judith's attorney fees.

On appeal Judith seeks a greater share of the marital assets. She also requests that Larry be made solely responsible for the children's college expenses, and asks judgment for additional attorney fees. She particularly calls to our attention Larry's income, her age, lack of job skills and experience, the standard of living which Larry enabled her and the children to enjoy, and the considerable duration of the marriage.

After due consideration we conclude that the decree of the trial court should be modified in the following particulars: (1) the monthly alimony payments in favor of Judith shall be increased to \$350 per month, retroactive to the date of the original decree. Said payments shall terminate upon Judith's remarriage or the death of either party; (2) the provision for payment of post-high-school educational expenses of the children is deleted from the decree as contrary to the provisions of § 598.1(2), The Code. Application may be made to the trial court for determination of this issue as to any child shown to be eligible for such support under that statute. Such payments, if any be required, should be coordinated with the trust arrangement established under the decree. In all other respects the trial court's decree is affirmed.

Costs on appeal are assessed to Larry and, in addition, Larry shall contribute the sum of \$2000 to apply on Judith's attorney fees on this appeal.

AFFIRMED AS MODIFIED.