FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF JUDITH A. LANGLAS AND THOMAS W. LANGLAS

Upon the Petition of	)	
JUDITH A. LANGLAS,	)	
Petitioner-Appellant,	)	Filed March 22, 1979
And Concerning	)	
THOMAS W. LANGLAS,	)	45 2-60789
Respondent-Appellee.	)	

Appeal from Black Hawk District Court - C. W. Antes, Judge.

Wife appeals from trial court order purporting to interpret economic provisions of dissolution decree. Reversed.

George Lindeman, of Lindeman & Yagla, of Waterloo, for appellant.

Jay P. Roberts, of Swisher & Cohrt, of Waterloo, for appellee.

Heard by Oxberger, C. J., Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

Petitioner Judith Langlas appeals from a trial court order which purports to interpret the economic provisions of the December 12, 1974 dissolution decree ending her marriage to Thomas Langlas.

At the time of the dissolution decree, the only substantial asset owned by the parties was their Waterloo home. Both parties were employed, Judith as a real estate sales associate, and Thomas as city attorney and partner in a law firm in Waterloo. The trial court awarded possession and title of the home to Judith, and ordered Thomas to pay the monthly mortgage payments, including taxes and insurance. Within 18 months after the parties' youngest child reaches 18 years of age, Judith must elect to purchase the house outright by paying Thomas half its appraised value, or sell the house on the open market and share the proceeds equally with Thomas. The dissolution decree provided that "in addition," Judith was awarded $50.00 every two weeks in alimony.

On June 23, 1976, Thomas filed an application for modification, alleging a change of circumstances so that the property settlement, child support and alimony awards were excessive. After hearing, the trial court specifically found that there was no substantial change of circumstances to provide a basis for modification of the decree. See Ellis v. Ellis, 262 N.W.2d 265, 267 (Iowa 1978); Page v. Page, 219 N.W.2d 556, 557 (Iowa 1974). However, the trial court placed "certain interpretations . . . upon the provisions in the original decree to permit the parties to more fully understand their present position," by granting title in the house to Judith and Thomas as tenants in common, and characterizing the mortgage payments made by Thomas as alimony. Further, the trial court relieved Thomas of his obligation for alimony payments in any year when the mortage payments on the house during that year exceed $1300.00.

Judith appeals, contending that the original dissolution decree was clear and unambiguous and trial court's "interpretation" was an unauthorized modification. We agree. We find the original decree granted the bi-weekly alimony in addition to the mortgage payment. The trial court was without power to modify the decree because it may have been inequitable, see Smith v. Smith, 257 Iowa 584, 591, 133 N.W.2d 677, 680 (1965), and it indicated a lack of substantial change in circumstances which would justify a reduction in alimony. Trial court's interpretation is in fact a modification that, in

effect, eliminates the alimony award to Judith granted in addition to the house payments. Trial court cannot do indirectly by "interpretation" what it cannot do directly by modification. See Sandler v. Sandler, 165 N.W.2d 799, 800 (Iowa 1969). The order of the trial court is reversed.

REVERSED.