IN THE COURT OF APPEALS OF IOWA

No. 8-288 / 97-1317

IN RE THE MARRIAGE OF COLETTE MAYFIELD AND JOHN MAYFIELD

Upon the Petition of
COLETTE MAYFIELD, n/k/a COLETTE CORBIN,

Petitioner-Appellee,

And Concerning
JOHN MAYFIELD,

Respondent-Appellant.

FILED
AUG 23 1998
CLERK SUPREME COURT

Appeal from the Iowa District Court for Scott County, David E. Schoenthaler, Judge.

Respondent appeals certain economic provisions of the parties' dissolution decree. **AFFIRMED AND REMANDED WITH INSTRUCTIONS.**

Joseph H. Laverty of the Pasternak Law Firm, P.C., Davenport, for appellant.

Colette Corbin, Iowa City, pro se, for appellee.

Considered by Sackett, P.J., and Huitink and Streit, JJ.

SACKETT, P.J.

This appeal concerns the implementation and interpretation of a provision in a 1990 dissolution decree. Certain issues raised by both parties in the appeal have now been rendered moot and we do not address them. We affirm the district court on the remaining issue. We remand to the district court to consider this case in accordance with our instructions.

Respondent-appellant John Mayfield and petitioner-appellee/cross-appellant Colette Corbin were divorced in July of 1990. A provision in the decree stated:

> Respondent shall also pay the premium on the Northwestern Mutual Life Insurance Policy for such period of time as he is required to pay support for the children. The cash value of that insurance policy is now . . . ($11,893.69). *To the extent that the cash value of the policy is increased due solely to the payment of premiums after August 1, 1990, then at such time as Respondent is no longer required to pay the premiums, he shall be entitled to be paid that difference in cash value by Petitioner.*

(Emphasis added.)

John petitioned the district court to direct Colette to assign an interest in the policy to him to secure payment of the sums due him. The district court ultimately directed a specific assignment which both parties challenge on appeal.

John's child support obligation for the parties' youngest child, who was born in August of 1979 and finished high school in June of 1998, has expired during the pendency of this appeal. Consequently, under the terms of the decree, amounts owed John under the challenged provision are now due. Consequently, the issue of the

terms of any assignment is now moot. *See Women Aware v. Reagen*, 331 N.W.2d 88, 92 (Iowa 1983); *State ex rel. Turner v. Buechele*, 236 N.W.2d 322, 324 (Iowa 1975).

Generally, courts will not consider an action if it no longer presents a justiciable controversy. *Iowa Freedom of Information Council v. Wifvat*, 328 N.W.2d 920, 922 (Iowa 1983); *Hamilton v. City of Urbandale*, 291 N.W.2d 15, 17 (Iowa 1980). Moot questions might be considered when (1) they are of great public importance, and (2) are likely to recur. *Rush v. Ray*, 332 N.W.2d 325, 326 (Iowa 1983); *City of Des Moines v. Public Employment Relations Bd.*, 275 N.W.2d 753, 758 (Iowa 1979); *Rodine v. Zoning Bd. of Adjustment*, 434 N.W.2d 124, 125 (Iowa App. 1988). This is neither a question of great public importance nor is there a likelihood it will recur. We therefore find it unnecessary to address the issue of the assignment.

The issue remaining is computing the payment Colette owes to John now that the child support obligation has ended. We address John's challenge to the district court's determination of the amount he was to receive from the policy.

The district court made the following finding as to what John should receive:

> [John] is entitled to payment by Colette of a sum of money representing an increase in the cash surrender value due solely to the payment of premiums after August 1, 1990 as set forth in the attached Assignment. Because of the terms of the prior court orders, [John] is not entitled to any increase due to dividends, interest, or any other earnings which may be reflected in the cash surrender value.

John challenges that provision of the order that fails to give him the benefit of any dividends or interest resulting from his payment of premiums following the

dissolution. He contends he should receive the cash surrender value of the premiums paid plus any dividends or interest accruals thereon from August 1, 1990. John contends Colette is entitled to receive $11,893.69 of the cash surrender value of the policy plus interest earned on the $11,893.69 from July 26, 1990.[1]

When a provision in a decree is plain and its meaning is clear, we need not search for its meaning beyond its express language. *See State v. Rich*, 305 N.W.2d 739, 745 (Iowa 1981); *see also State v. Sunclades*, 305 N.W.2d 491, 494 (Iowa 1981). Where language is plain and the contract clear and understandable, we need look no further than the writing itself. *See Goodwin v. The Provident Sav. Life Assurance Ass'n*, 97 Iowa 226, 233, 66 N.W. 157, 159 (1896).

The decree as written gives John only the increase in actual cash surrender value. The language is clear. We agree with the district court's holding in this regard. We reject other arguments we should give it a different interpretation. We affirm on this issue.

There is insufficient evidence in this record to determine the increase in the cash surrender value of the policy during the time John paid premiums. We remand to the district court to take such evidence as is necessary to determine the increase in the cash surrender value of the policy due solely to the payment of premiums from August 1, 1990 until the date John's child support obligation terminated. The court

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[1] The dissolution decree was entered July 26, 1990. This date and August 1, 1990 are used interchangeably in John's brief.

shall then enter judgment against Colette for said amount. We do not retain jurisdiction. Either party may appeal from that judgment.

Costs on appeal are taxed one-half to each party. We award no appellate attorney fees.

AFFIRMED AND REMANDED WITH INSTRUCTIONS.