IN THE COURT OF APPEALS OF IOWA

No. 3-366 / 92-1472

FILED
APR 26 1994
CLERK SUPREME COURT

DONN BRENT JONES, Administrator of the ESTATE OF DONALD T. JONES,
Appellee,

vs.

JUDY ANN JONES,
Appellant,

and

EDWARD D. JONES & CO.,
Defendant.

Appeal from the Iowa District Court for Polk County, Richard A. Strickler, Judge.

Judy Ann Jones appeals the district court's decision in this declaratory judgment action which held that certain IRAs, of which she was the named beneficiary, belonged to the estate of her ex-husband. **AFFIRMED.**

Larry G. Wilson of Skinner, Beattie & Wilson, P.C., Altoona, for appellant.

Donald W. Baird, Des Moines, for appellee.

Considered by Hayden, P.J., and Cady and Huitink, JJ.

HUITINK, J.

Judy Ann Jones and Donald Francis Jones were married in 1978. A decree of dissolution of marriage was entered on January 29, 1991. At the time of the dissolution, both parties had certain individual retirement accounts (IRAs). The decree provided:

> IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be granted all right, title and interest in and to the accounts including, but not limited to, all bank accounts and credit union accounts currently in his or her name free of any claim to the same by the other party, unless specifically mentioned herein.
>
> IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be granted all right, title and interest in and to the pension and/or profit sharing plans currently in his or her name free of any claim to the same by the other party.

Donald died on September 1, 1991. Judy was named as the beneficiary of Donald's IRAs. The IRAs were invested through Edward D. Jones and Company. Judy directed Edward D. Jones to liquidate a portion of Donald's IRAs and pay her the proceeds, which the company did.

Donn Brent Jones, the administrator of Donald's estate, filed a petition for declaratory judgment seeking a determination of whether the IRAs belonged to Judy or the estate. The estate claimed the dissolution decree divided the parties' pension plans, IRAs, and other securities so that Judy no longer had an interest in Donald's IRAs.

The district court interpreted the dissolution decree to mean that each party was the complete owner of his or her own IRAs. The court found the parties' intention was

to completely dissolve the marriage and divide all assets, including the IRAs. The court ordered Edward D. Jones to transfer the IRAs to the estate. The estate was also granted a judgment against Judy for the amount of any funds she had already received from the IRAs.

Judy has appealed. Edward D. Jones did not appeal.

The first issue we address is whether this case was tried at law or in equity. Judy claims the case was tried at law. The estate claims the case was tried in equity.

Our rules of procedure do not state whether an action for declaratory relief or judgment should be in the law or equity forum of the district court, but our rule is now well established that the legal or equitable nature of the proceeding is to be determined by the pleadings, the relief sought, and the nature of each case. Sanborn v. Maryland Casualty Co., 255 Iowa 1319, 1321, 125 N.W.2d 758, 759 (1964); C & M Property Management Co. v. Bluffs U.P. Employees Credit Union, 486 N.W.2d 596, 597 (Iowa App. 1992).

We determine this case was tried at law. The construction of a dissolution decree is considered a matter of law. Serrano v. Hendricks, 400 N.W.2d 77, 78-79 (Iowa App. 1986). We also note the district court made rulings on all evidentiary objections raised at the trial. Also, plaintiff was awarded relief in the form of money damages against Judy.

Because this case was tried at law in the district court, the case is reviewable on assigned error on appeal. Atwood v. City of Des Moines, 485 N.W.2d 657, 659 (Iowa 1992). The district court's findings are binding on appeal if supported by substantial evidence. Id. We are not, however, bound by the district court's determinations of law. Id.

We now turn to the merits of the case. Judy contends the district court erred in ruling that although she was designated as the beneficiary of Donald's IRAs, she was not entitled to the IRAs. She points out that the dissolution decree does not specifically address the beneficiaries of the IRAs. Judy states that Donald removed her name as the beneficiary on some other securities, but not the IRAs. She believes this shows Donald intended for her to remain the beneficiary of the IRAs. She states that Donald remained the beneficiary of her IRAs until after his death.

Although this case involves IRAs and not life insurance policy proceeds, we may look to cases involving life insurance for guidance. See Lynch v. Bogenrief, 237 N.W.2d 793, 794 (Iowa 1976). A district court has authority to deal with the proceeds of life insurance policies in cases involving the construction of dissolution decrees notwithstanding the designation in the policy of a beneficiary. Serrano, 400 N.W.2d at 80.

The Iowa Supreme Court has stated that divorce or dissolution per se does not void the designation of a named

spouse on a life insurance policy. Sorensen v. Nelson, 342 N.W.2d 477, 479 (Iowa 1984); Lynch, 237 N.W.2d at 797. However, a party's interest as a beneficiary may be disposed of by the dissolution court, if this was clearly the intent of the parties. Sorensen, 342 N.W.2d at 480. This may be shown by language in the decree which disposed of the parties' rights of every kind and character which have arisen or which might arise because of the marriage relationship, or by other evidence of the parties' intent to "wipe the slate clean" between them. Id. at 481.

Here, the dissolution decree did not address the beneficiaries of the IRAs. Thus, we must construe the dissolution decree in accordance with its evident intention. In re Estate of Jones, 434 N.W.2d 130, 132 (Iowa App. 1988). The determinative factor is the intention of the court as gathered from all parts of the decree. Id. To determine this intent, we take the decree by its four corners and try to ascertain from it the intent as disclosed by the various provisions in the decree. Id. Effect must be given to that which is clearly implied in the decree as well as that which is expressed. In re Marriage of Anderson, 451 N.W.2d 187, 191 (Iowa App. 1989).

The parties' intent is a question of fact. We find there is substantial evidence in the record to support the district court's findings on the issue of intent. The dissolution decree showed the court intended to divide the parties' bank accounts, securities, and pension plans. We find this included the IRAs.

We also look to Judy's testimony. She was asked:

> Q. At the time of this divorce, it was your respective intents, was it not, to dispose of all your respective rights and liabilities of every kind, wasn't it, as between the two of you that had arisen out of the marriage relationship?
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> * * *
>
> A. Yes.
>
> Q. Kind of wipe the slate clean and start over again as separate individuals; isn't that right? A. Yes.

Thus, Judy admitted an "intent to wipe the slate clean" between the parties.

We affirm the district court's conclusion that the dissolution decree made each party a complete owner of his or her own IRAs. The dissolution decree reflected the parties' intent to divide their assets completely, including the IRAs.

We affirm the decision of the district court. Costs of this appeal are assessed to Judy Jones.

AFFIRMED.