

IN THE COURT OF APPEALS OF IOWA

No. 7-091 / 96-0636

**IN RE THE MARRIAGE OF CAROL A.
CALVERT AND MARVIN CALVERT**

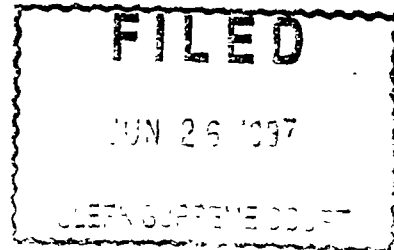
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**Upon the Petition of
CAROL A. CALVERT,**

Petitioner-Appellee,

**And Concerning
MARVIN CALVERT,**

Respondent-Appellant.



Appeal from the Iowa District Court for Black Hawk County, George M.
Stigler, Judge.

Respondent appeals the property division of the district court's dissolution
decree. **AFFIRMED.**

James L. Wagner of Gartelos, Wagner & Ament, Waterloo, for appellant.

Diane R. Larsen, Waterloo, for appellee.

Considered by Habhab, C.J., and Cady and Vogel, JJ.

HABHAB, C.J.

Carol and Marvin Calvert were married on April 26, 1987. A petition for dissolution of marriage was filed in July 1995.

The trial court awarded Carol a fifty-five acre farm she had inherited before the marriage.¹ Although the deed listed Carol and Marvin as joint owners, Marvin does not contest the award of the farm to Carol. He conceded at trial his sole interest in the farm is derived from repairs and maintenance he provided during the marriage. Marvin valued this interest at \$25,000.

The district court rejected Marvin's request for reimbursement in the amount of \$25,000 for the value of the services he provided and found the maintenance he performed on the farm was "simply part and parcel of what one spouse does for another." However, the court awarded him a \$5000 lien on the property as reimbursement for payments he made during the marriage on Carol's personal loans. The court distributed the parties' remaining marital property by awarding each party the property in his or her possession. We note that during the marriage, each of the parties had their own checking and savings accounts and did not co-mingle their deposits. Carol paid all of the mortgage payments on the farm, along with the taxes and part of the utilities.

¹ Initially, the farm was left to Carol and her brother. In 1987, Carol refinanced the farm to the extent of \$25,000 to purchase the interest of her brother. The farm is valued at \$140,000 and is encumbered by a \$17,000 mortgage.

Marvin appeals. The sole issue before us is whether Marvin should be awarded an additional \$25,000 for the services he performed in improving the farm.

Marvin argues he should receive reimbursement for the improvements he made to the farm property. He maintains under the current provisions of the decree he has suffered a \$47,000 loss in his net worth since his marriage to Carol. It cannot go unnoticed that although Marvin did make improvements, he lived there as part of the family along with his mother who, beginning in 1990, paid only a nominal amount as rent.

As this is an equity action, our review is de novo. Iowa R. App. P. 4. We give weight to the findings of fact made by the trial court, especially when considering the credibility of witnesses, but we are not bound by them. Iowa R. App. P. 14(f)(7). We have a duty to examine the evidence anew, disconnected, ultimately, from the trial court's findings. *See In re Marriage of Siglin*, 555 N.W.2d 846, 849 (Iowa App. 1992).

In dissolution proceedings, all property, except inherited property and gifts received by one party, is divided equitably between the parties. Iowa Code § 598.21(1)(1995). It is a fundamental principle that parties to a marriage are entitled to a just and equitable share of the property accumulated from their joint efforts. *In re Marriage of Wiedemann*, 402 N.W.2d 744, 747 (Iowa 1987). What constitutes a just and equitable award depends on the particular circumstances of each case, after

consideration of all the recognized criteria. *In re Marriage of Hanson*, 475 N.W.2d 660, 662 (Iowa App. 1991); *see* Iowa Code § 598.21(1).

In our de novo review of the record, we find an equitable distribution of the parties' marital assets has been made. We affirm the district court.

AFFIRMED.