FILED
JUN 29 1982
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF KAY E. CAHILL MILLER AND LEROY ARTHUR MILLER

UPON THE PETITION OF)
KAY E. CAHILL MILLER,)
Petitioner-Appellee,)
AND CONCERNING)
LEROY ARTHUR MILLER,)
Respondent-Appellant.)

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Filed June 29, 1982

2-185
2-87355

Appeal from Dubuque District Court, Thomas H. Nelson, Judge

Respondent-husband appeals from the decree dissolving the parties' marriage contending the trial court's division of the marital property was inequitable. We award respondent a $25,000 equity in the family resident. AFFIRMED WITH MODIFICATION.

Robert D. Klauer, Dubuque, for respondent-appellant.

William C. Fuerste of Fuerste, Carew, Coyle, Juergens & Sudmeier, Dubuque, for petitioner-appellee.

Considered by Snell, Carter, and Johnson, JJ.

Respondent-husband appeals from the decree dissolving the parties' marriage contending the trial court's division of the marital property was inequitable. We award respondent a $25,000 equity in the family residence. Affirmed with modification.

Petitioner, Kay E. Cahill Miller, age forty-two, and respondent, LeRoy Arthur Miller, were married in 1961. They have two adopted children: Lisa, born in 1967, and Daryl, born in 1970. Kay is employed as a clerk supervisor at an annual salary of about $13,000. LeRoy is a packing plant laborer and vice-president of a union. His annual income is about $23,000.

The trial court awarded custody of the parties' two children to Kay and directed LeRoy to pay $70 per week child support. LeRoy was also responsible for the children's medical and dental expenses. LeRoy was directed to pay $500 of Kay's attorney fees. Kay was awarded the parties' residence, a 1976 Buick, all interest in a profit-sharing plan provided by her employer, all household goods except a doghouse, and any insurance on her life. LeRoy was awarded a 1977 Thunderbird, the parties' federal and state income tax refunds, the parties' bank and credit union accounts, all interest in the retirement fund provided by his employer, the parties' snowmobile, his hunting dogs and doghouse, and any insurance on his life. The trial court did not award alimony.

I. Scope of Review

Our review of this case is de novo. Iowa R. App. P. 4. We are not bound by the trial court's findings of fact, but we give weight to the findings, especially regarding the credibility of witnesses. Iowa R. App. P. 14(f)(7). In reviewing each individual economic provision of a dissolution decree, we consider all the provisions together as an integrated whole. See In re Marriage of McFarland, 239

N.W.2d 175, 179 (Iowa 1976). In reviewing the property provision of a dissolution decree, we consider the factors articulated in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), except fault, In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972), and the factors enumerated in section 598.12, The Code 1981.

II. Property Settlement

LeRoy contends the property settlement was inequitable. LeRoy argues the trial court's disposition awarded 82 percent of the assets to Kay and the balance to him. He claims given the length of the marriage and the parties' relative financial and nonfinancial contributions to the marriage, the disproportionate split was unfair.

In response to LeRoy's argument, we are guided by the notion that although an equal division of the assets is frequent, there is no requirement that parity between the parties be effected. In re Marriage of Schissel, 292 N W.2d 421, 423 (Iowa 1980); In re Marriage of Conley, 284 N.W.2d 220, 223 (Iowa 1979). Even if the trial court's goal was to divide the assets equally, there is no requirement that the division be mathematically precise. Conley, 284 N.W.2d at 223. The test for an acceptable allocation of assets is whether the distribution constitutes an equitable and just award under the particular circumstances of the parties. Locke v. Locke, 246 N.W.2d 246, 251 (Iowa 1976); Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968); In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972). Under the circumstances of this case, we feel the property disposition was inequitable. We think LeRoy should be awarded a portion of the accumulated equity in the family residence. Accordingly, we award LeRoy an equity of $25,000 in the residence, to be paid when the property is sold, Kay remarries or when the youngest child reaches age nineteen or moves out of the home, whichever is first. LeRoy's equity shall earn ten percent simple interest until the equity is paid to LeRoy.

AFFIRMED WITH MODIFICATION.