FILED
JUL 26 1991
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 0-733 / 90-938

IN RE THE MARRIAGE OF ELMER FLESHER AND JOAN FLESHER

Upon the Petition of

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ELMER FLESHER,

Petitioner-Appellee/Cross-Appellant,

And Concerning

JOAN FLESHER,

Respondent-Appellant/Cross-Appellee.

Appeal from the Iowa District Court for Scott County, Edward B. deSilva, Jr., Judge.

Both parties appeal a dissolution decree, challenging its economic provisions. The wife also requests attorney fees on appeal. **AFFIRMED ON APPEAL; AFFIRMED AS MODIFIED ON CROSS-APPEAL.**

Bobbi M. Alpers, Davenport, for appellant/cross-appellee.

A. Fred Berger, Davenport, for appellee/cross-appellant.

Considered by Schlegel, P.J., and Sackett and Habhab, JJ.

SACKETT, J.

This is an appeal and a cross-appeal challenging the economic provisions of a decree dissolving a long-term marriage. We affirm on the appeal. We affirm as modified on the cross-appeal.

Respondent-appellant/cross-appellee Joan Flesher and petitioner-appellee/cross-appellant Elmer Flesher were married in 1946. They have three adult children. Elmer, who was born in 1927, is employed at the Rock Island Arsenal at an annual salary of $31,297. Joan, who was also born in 1927, is not currently employed outside the home and has not been for a number of years. She had spent five years at Mitchelville following conviction for second-degree murder. She was still on parole at the time of trial.

The trial court fashioned a division of assets which resulted in Elmer receiving a net value of about $130,000 and Joan a net value of $175,000. In addition, Elmer was ordered to pay $100 per month for health insurance for thirty-six months and alimony of $325 per month until two months past Joan's sixty-fifth birthday.

Joan contends she should have additional property, increased alimony and attorney fees. Joan contends the alimony and property division are not equitable. Elmer contends the property division is not equitable. We review all economic aspects of a dissolution decree as a whole.

See In re Marriage of Campbell, 451 N.W.2d 192, 196 (Iowa App. 1989). There is no mechanical rule dictating an equal division of the assets and liabilities of a marriage. See In re Marriage of Stewart, 356 N.W.2d 611, 612 (Iowa App. 1984). The question is whether the result is equitable. See In re Marriage of Dahl, 418 N.W.2d 358, 361 (Iowa App. 1987).

Joan argues the failure of the trial court to award additional alimony is unfair. She emphasizes her absence from the job market was a mutual decision and resulted in her assuming additional family responsibilities. She argues it is unfair to terminate her alimony at age sixty-five because Elmer will have a larger social security check. Joan will draw social security on Elmer's account. Joan also argues Elmer also will receive a retirement benefit of about $230 from his service at the arsenal. The value given the arsenal retirement benefit by the parties at time of trial was considered by the court in allocating the assets of the parties.

Joan will have a smaller retirement benefit than Elmer. We consider the absence or presence of pension benefits, particularly in marriages of long duration where one spouse has been the primary wage earner. See In re Marriage of Jensen, 396 N.W.2d 367, 369 (Iowa App. 1986); In re Marriage of Voss, 396 N.W.2d 801, 804 (Iowa App. 1986); In re Marriage of Yates, 365 N.W.2d 49, 51 (Iowa

App. 1985). We also recognize both spouses have the same expectations as to retirement benefits. Jensen, 396 N.W.2d at 369. We consider both parties' benefits. In re Marriage of Williams, 421 N.W.2d 160, 167 (Iowa App. 1988); In re Marriage of Byall, 353 N.W.2d 103, 106 (Iowa App. 1984).

The trial court allocated to Joan a larger share of the parties' assets. We look to this factor in assessing her claim for additional alimony. See In re Marriage of Bevers, 326 N.W.2d 896, 900 (Iowa 1982). We consider the property division and alimony awards together. See Williams, 421 N.W.2d at 167. The economic provisions made for the parties in the decree are equitable in all respects except for the provision that Elmer carry life insurance.

Elmer, on cross-appeal, contends the trial court should not have made Joan the beneficiary for one-half of the net proceeds of his life insurance policies. The trial court determined life insurance policies presently in the name of Elmer should be maintained by Elmer with Joan remaining as the beneficiary for one-half of the net proceeds of said policy. The trial court provides the other one-half of the proceeds be payable to any beneficiary designated by Elmer. A decree of dissolution may properly contain a provision in regard to the disposition of life insurance policies on the life of a spouse obligated to pay alimony. Matter of Estate of Black, 451 N.W.2d 196, 197 (Iowa App.

1989). In assessing continuation of responsibility to maintain a life insurance policy with a spouse as beneficiary, the court should consider whether the protection contemplated remains a viable interest. Chambers v. Chambers, 231 N.W.2d 23, 25 (Iowa 1975); Nicolls v. Nicolls, 211 Iowa 1193, 1199, 235 N.W. 288, 290 (1931).

Joan has received substantial property. The alimony award is of a short duration. We modify the decree to strike any provision that Elmer make Joan a beneficiary on a life insurance policy. Costs on appeal are taxed to Joan. We award no attorney fees.

AFFIRMED ON APPEAL; AFFIRMED AS MODIFIED ON CROSS-APPEAL.