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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF ARVENE BRADLEY AND JUDY KAY BRADLEY

Upon the Petition of)
ARVENE BRADLEY,) Filed November 26, 1980
Petitioner-Appellant,)
And Concerning)
JUDY KAY BRADLEY,) 0-229
2-63611
Respondent-Appellee.)

Appeal from Keokuk District Court - Richard J. Vogel, Judge.

Petitioner husband appeals and respondent wife cross-appeals economic provisions of dissolution decree, both alleging that the property division and alimony award were inequitable. Petitioner further alleges that the trial court erred in disregarding an antenuptial agreement entered into by the parties. AFFIRMED.

Patrick J. Life of Life Law Office, Oskaloosa, for petitioner-appellant.

Thomas M. Walter of Barnes & Walter, Ottumwa, for respondent-appellee.

Heard by Oxberger, C.J., and Donielson, Snell, Carter, and Johnson, JJ.

DONIELSON, J.

Petitioner husband appeals and respondent wife cross-appeals from economic provisions of the parties' dissolution decree, both contending that the property division and alimony award were inequitable. Petitioner also alleges that an antenuptial agreement entered into by the parties should have been given effect by the trial court. We affirm.

Our review of this equitable proceeding is de novo. Iowa R. App. P. 4. Our responsibility is to review the facts as well as the law and to determine rights anew from the credible evidence on properly presented and preserved issues. In re Marriage of Full, 255 N.W.2d 153, 156 (Iowa 1977). While we give weight to the findings of the trial court, especially where the credibility of witnesses is involved, we are not bound by them. In re Marriage of Novak, 220 N.W.2d 592, 597 (Iowa 1974); Iowa R. App. P. 14(f)(7). As in all cases of this type, precedent is of little value and our decision must ultimately depend on the particular facts of this case. In re Marriage of Kehrli, 241 N.W.2d 923, 926 (Iowa 1976).

I.

Petitioner and respondent were married in 1970 and petitioner filed his petition for dissolution of marriage in March of 1977. Trial began in 1979 and the decree was entered on May 9, 1979. The decree awarded each party his or her own personal property and gave all the real estate to the petitioner. He was ordered to pay a cash settlement of $25,000 in four installments ending in 1982 and $100 per month "living money" for a period of six months. The trial court did not refer to an antenuptial agreement signed by the parties, which provided that each party would retain control over inheritances and the property separately owned at the time of marriage. The agreement makes no specific reference to the possibility of dissolution and the respondent testified as to her understanding that the document was to be torn up within five years of the date of the marriage.

At the time of his marriage to respondent, the petitioner owed $8,500 on a farm he had bought for $13,500 in 1966. This balance was paid off during the marriage and the farm now has an appraised value of approximately $70,000. In 1976, the petitioner bought additional land for $21,000. The value of this land has remained approximately the same since petitioner bought it, and he still owes approximately $15,000 on the purchase price. Petitioner is now employed full-time as a mail carrier, from which his

gross income in 1978 was $16,145. The machinery and equipment used by petitioner on the farm were valued at between $7500 and $10,000.

At the time of her marriage to petitioner, respondent had paid $1,000 toward the purchase price of a house. She then made no further payments and forfeited her equity in the house, allegedly at the advice of petitioner. During the marriage, respondent kept the farm records, did chores around the farm, and was employed for approximately 10 months outside the home as a carpenter. She also did the cooking, cleaning, and laundry. Both parties had a high school education; prior to the marriage, petitioner was a farmer, while respondent had worked at various times as a waitress, cashier, clerk, and receptionist. At the time of trial, respondent estimated she and her fourteen-year-old daughter by a prior marriage could live on $485 per month. She was also unemployed at that time and receiving $54 per week in unemployment benefits that were soon scheduled to terminate.

II.

Our analysis of the parties' contentions begins with section 598.21, The Code 1979, which provides that "[w]hen a dissolution of marriage is decreed, the court may make such order in relation to the children, property, parties, and the maintenance of the parties as shall be justified." Id. A justified property division is one that is equitable under the circumstances. In re Marriage of Cooper, 225 N.W.2d 915, 919 (Iowa 1975); Bowman v. Bowman, 259 Iowa 820, 822, 146 N.W.2d 333, 334 (Iowa 1966). The factors to be considered in achieving a fair and equitable determination of the property rights and financial obligations of the parties are set forth in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968) (modified to exclude fault, In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972)). Applying the Schantz criteria to the record in this case, we conclude that the trial court arrived at a fair and equitable determination of the parties' property rights.

We reject petitioner's argument that the respondent is entitled to keep only the furniture she owned when she was married and the car she bought with her own funds during the marriage. The parties were married for nine years, and during that time the respondent's contribution to the marriage was not insignificant. She helped her husband with the farming operation, maintained the farm records, and was employed outside the home for approximately ten months. The money from her job went to buy clothes and food for the family and was on occasion used to meet various other family needs.

Additionally, respondent's performance of household duties constitutes an important contribution that must be recognized. In re Marriage of Moorhead, 224 N.W.2d 242, 245 (Iowa 1974). Therefore, on the basis of this record, we cannot say that the respondent is entitled to no compensation for the labor and monetary support she contributed to the family during the marriage. However, we are also unable to agree with respondent's contention that she is entitled to at least one-half of the net assets acquired by the parties during the marriage relationship. While we acknowledge that respondent's contribution to this marriage was significant, we do not find on this record that the amount of labor and financial support she contributed was so substantial as to entitle her to one-half of the net assets acquired during the nine-year marriage. We believe instead that the $25,000 figure set by the trial court more accurately reflects the extent of respondent's contribution. Furthermore, we consider this to be a fair figure in light of the facts that respondent has had no educational training beyond high school. Additionally, we think the amount of alimony provided for by the decree is adequate, particularly in view of the fact that respondent is to receive the alimony in addition to the $25,000 property settlement. The decree requires petitioner to pay alimony for only six months, but we conclude that this length of time should be sufficient to allow respondent to find suitable employment so as to be able to support herself and her daughter.

Finally, we think that the trial court was justified in determining the rights and obligations of the parties without regard to the antenuptial agreement. Section 598.21, The Code 1979, imposes upon the court the duty to make a fair and equitable property distribution. See id. This antenuptial agreement, if enforced, would in effect turn the respondent out after nine years of marriage without any compensation whatsoever for those contributions she made to the family's support and well-being during the marriage. We would consider such a result unfair and thus we reject petitioner's argument that the trial court erred in not taking the antenuptial agreement into consideration.

We affirm the financial provisions of the trial court's decree.

AFFIRMED.