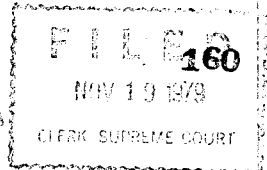


IN THE COURT OF APPEALS OF IOWA



MARY M. FAAS,	)	
Petitioner-Appellee,	)	Filed November 19, 1979
vs.	)	
MARVIN R. FAAS,	)	278
Respondent-Appellant.	)	<u>2-62790</u>

Appeal from Black Hawk District Court - L. John Degnan, Judge.

Respondent appeals alimony and property division provisions of dissolution decree.
Petitioner cross-appeals alimony provision. Affirmed.

W. H. Gilliam of Gottschalk & Gilliam, Cedar Falls, for respondent-appellant.

Peter W. Burk, Waterloo, for petitioner-appellee.

Submitted to Oxberger, C. J., Donielson, Snell, Carter and Johnson, JJ.

DONIELSON, J.

Respondent, Marvin R. Faas, appeals alimony and property division provisions of dissolution decree, contending they are not justified under the circumstances. Petitioner, Mary M. Faas, cross-appeals, contending the alimony should continue until she dies or remarries instead of ceasing as ordered after fifteen years. We affirm the trial court's decree.

Our review of this equitable proceeding is de novo. Iowa R. App. P. 4. We give weight to fact-findings of the trial court, but will not abdicate our responsibility to review the record anew. Iowa R. App. P. 14(f)(7). As in all cases of this type, precedents are of little value and we must make our decision ultimately on this case's particular facts. In re Marriage of Moorhead, 224 N.W.2d 242, 244 (Iowa 1974); In re Marriage of Jennerjohn, 203 N.W.2d 237, 240 (Iowa 1972).

I.

Marvin and Mary were married in 1958 and have four teenage daughters. During the marriage, Mary worked part-time as a school teacher; Marvin was employed as a truck driver and is currently employed at John Deere Tractor Works in Waterloo. At the time of trial Mary was employed as a receptionist at a salary of \$5400 per year. Marvin earns \$9.32 per hour and had a gross income of \$21,700 in 1977. Excluding overtime pay, Marvin's weekly gross income is approximately \$380, which after payroll deductions equals about \$209. The parties' house was appraised at \$47,000 and subject to a mortgage of approximately \$10,000. They owed on a loan from their credit union, a home improvement loan, parochial school tuition, doctors' bills, and various other bills.

The decree of dissolution awarded custody of the parties' four children to Mary and ordered Marvin to pay \$30 per week per child in child support. Mary was awarded the house, household furnishings, Travelall automobile, and alimony of \$1000 per year for fifteen years. The decree provided, however, that Marvin could discharge the alimony obligation by crediting against it his \$10,000 equity interest in the house and his \$3000 share of the household goods, and paying the \$2000 owed on the Travelall. Marvin was also ordered to pay the considerable family debts.

II.

Our analysis of the respondent's contention begins with section 598.21, The Code 1979, which provides that "when a dissolution a 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 (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)).

Marvin asserts that the trial court's decree awarding Mary \$1000 per year in alimony and the bulk of the marital assets is inequitable. We, therefore, consider all the provisions of the decree. While we recognize that alimony and property division serve different purposes, they are closely related in the determination of what constitutes an equitable award. In re Marriage of Cooper, 225 N.W.2d 915, 919 (Iowa 1975); Schantz, 163 N.W.2d at 405. Applying the Schantz factors to the facts of the case, we conclude that the trial court's award was correct and justified.

During the twenty years of their marriage, Mary made a substantial contribution, financially and otherwise, to the support of the family and the accumulation of assets. She worked for approximately sixteen and one-half years out of the twenty and received an inheritance of \$11,000; both were sources used to meet the family's needs. She also inherited some antiques valued at approximately \$8,000. Mary's contributions as a homemaker must also be considered. At the time of trial, Mary worked for an insurance company at an annual salary of approximately \$5400, while Marvin made \$9.32 per hour and earned \$21,708 in 1977. Marvin points to Mary's higher educational level and her plans to complete a four-year college program as indicating her higher earning capacity. While we agree that Mary may eventually make more than she is now earning, we do not think her salary in the near future will increase significantly or come close to approximating his. Under these circumstances, Mary is entitled to some alimony and a substantial property award.

Unfortunately, the assets and earning capacities to be divided are not large enough to satisfy everyone's needs—a not unusual condition in dissolution cases. In re Marriage of Florke, 270 N.W.2d 643, 648 (Iowa 1978). The trial court's innovative

disposition was as fair and reasonable as possible under the circumstances. The house and other property was awarded to Mary as an allocation of her property rights and a means of providing for the housing and welfare of the children. Marvin's alimony obligation was satisfied out of his equity interests in the house and household goods, and payment of the \$2000 owed on the Travelall. This arrangement was less burdensome than a monthly cash payment. The award was reasonable for it recognized and fairly estimated Marvin's ability to meet these obligations, while still satisfying the needs of the parties. See In re Marriage of Fleener, 247 N.W.2d 219, 221 (Iowa 1976).

It is for these same reasons that we reject Mary's cross-appeal regarding the limited duration of alimony. At the end of the fifteen year period, the children most likely will have left the house and Mary will have hopefully increased her earning capacity; accordingly, her need for alimony will be diminished. We affirm the trial court's decree as justified under the circumstances.

III.

Mary seeks attorney's fees on this appeal. Without determining the amount her attorney may charge, we hold Marvin shall pay \$750 toward those fees. See In re Marriage of Peterson, 227 N.W.2d 139, 143 (Iowa 1975).

AFFIRMED.