

IN THE COURT OF APPEALS OF IOWA

No. 7-292 / 96-896

000337

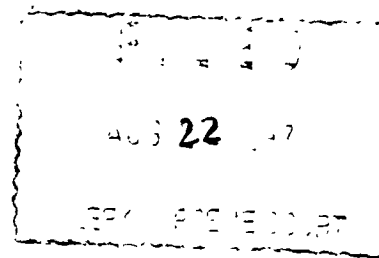
**IN RE THE MARRIAGE OF DONNA C. WILSON
AND LaVERNE L. WILSON**

Upon the Petition of
DONNA C. WILSON,

Appellee,

And Concerning
LaVERNE L. WILSON,

Appellant.



Appeal from the Iowa District Court for Boone County, Ronald H.
Schechtman, Judge.

The appellant appeals various economic provisions of the parties' dissolution
decree. **AFFIRMED.**

Leonard R. Holland, Dayton, for appellant.

Margaret M. Rhodes of Payer, Hunziker & Oeth, Ames, for appellee.

Considered by Cady, P.J., and Streit, and Vogel, JJ.

CADY, J.

LaVerne Wilson appeals from a decree for dissolution of marriage entered by the district court. We affirm on our review.

Laverne and Donna Wilson were married on July 3, 1992. LaVerne was 59 years old. Donna was 48 years of age. It was the second marriage for both. They separated in October 1995, and were divorced on April 22, 1996.

LaVerne and Donna entered into an antenuptial agreement prior to their marriage. The agreement provided all premarital property, together with any increase, would remain the party's separate property. It also provided any compensation they received and property acquired with any such compensation would remain the separate property of the party who earned the compensation.

LaVerne was a farmer. His net worth was estimated to be \$560,000. He farmed during the marriage and reported a modest annual profit. In 1992, his net farming income totaled \$11,190. It totaled \$16,068 in 1995. He received a substantial inheritance from his father during the marriage.

Donna worked as a secretary at Iowa State University during the marriage. Her annual income was approximately \$28,000.

The parties each contributed to the support of the other prior to the separation. Donna would deposit \$700 each month from her wages into a joint household account. The remainder of her monthly employment check was used for various other marital expenses. Consequently, other than the monthly income Donna contributed

to her retirement system, she saved very little money during the marriage. Although LaVerne testified otherwise, the district court found he did not spend much of his farm income on personal or household expenses. Instead, he paid off more than \$130,000 of his farming debts during the marriage.

Donna added LaVerne to her employer-provided medical and dental insurance plans. The family plan coverage cost Donna \$173 each month. In 1995, LaVerne contributed \$7,000 to the purchase of a new automobile to replace the automobile Donna brought into the marriage.

The district court awarded Donna the automobile purchased in 1995. It also ordered LaVerne to pay Donna a lump sum distribution of \$12,000, as well as \$1,000 for attorney fees. All other property was awarded to the owner pursuant to the antenuptial agreement. LaVerne was awarded his inherited property.

LaVerne appeals. He maintains the award by the district court was neither alimony or property division, but merely reimbursement for the greater expenditures Donna claimed she made to support the couple during the marriage. LaVerne asserts this was an inappropriate factor for the district court to consider in making a property award, and was contrary to the antenuptial agreement because it required him to share his separate property with Donna.

Our review is de novo. Iowa R. App. P. 4. Nevertheless, we give weight to the finding of the trial court. Iowa R. App. P. 14(f)(7).

The division of property in a dissolution of marriage is based on each marital partner's right to a just and equitable share of the property accumulated as a result of their joint efforts. *In re Marriage of Webb*, 426 N.W.2d 402, 405 (Iowa 1988). We consider a variety of factors in reaching an equitable division, including the length of the marriage, the contributions of each party to the marriage, and any written agreement by the parties concerning the property distribution. Iowa Code § 598.21(1) (1995). See *In re Marriage of Humphrey*, 448 N.W.2d 709, 710 (Iowa App. 1989).

We acknowledge the antenuptial agreement gave each party the income they earned during the marriage, as well as any property acquired with the income they earned. Each party also relinquished any interest in each other's pre-marital property as well as the increase in the value of the property. However, this agreement does not mean there was no marital property to divide.

LaVerne and Donna both contributed to the acquisition of the 1995 automobile. It was property acquired during the marriage by their joint contributions, and outside the provisions of the antenuptial agreement. In dividing this marital property, it is appropriate to consider Donna's contributions to the marriage, including her significant contributions to the joint household and other expenses. Under the circumstances, it was equitable to award the automobile to Donna.

We agree with LaVerne there was no other marital property subject to division in view of the antenuptial agreement. Nevertheless, we also agree with the trial court that Donna's significant contributions to the marriage require additional recognition.

Yet, we believe the proper vehicle to achieve equity in this dissolution of marriage is by the award of reimbursement alimony. See *In re Marriage of Francis*, 442 N.W.2d 59, 63 (Iowa 1989).

Reimbursement alimony is predicated upon the economic sacrifices made by one spouse during the marriage that directly enhanced the future earning capacity of the other spouse. *Id.* at 64. Donna's significant financial contributions to the marriage helped enable LaVerne pay off more farm debt than he would have without her contributions. The reduction of this farm debt during the marriage directly enhanced LaVerne's future earning capacity. The reduced debts will increase his future farm profits and give him the opportunity to earn greater net income in the future.

We agree with the trial court that Donna should receive a lump sum award of \$12,000. The district court referred to its lump sum award as an "equitable distribution." This distribution is an award of reimbursement alimony.

We also agree with the district court award of attorney fees to Donna. Furthermore, we award appellate attorney fees to Donna of \$1000.

In conclusion, we affirm the decree entered by the trial court and award appellate attorney fees to Donna of \$1000. We clarify the lump sum award of \$12,000 is an award of reimbursement alimony.

AFFIRMED.