FILED
AUG 26 1987
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF EDITH LOIS WHITE AND KEITH BAKER WHITE

Upon the Petition of)
EDITH LOIS WHITE,)
Petitioner-Appellee,)
And Concerning)
KEITH BAKER WHITE,)
Respondent-Appellant.)

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Filed August 26, 1987

7-175
86-1247

Appeal from the Iowa District Court for Washington County (No. 1103-4-143), Richard J. Vogel, Judge.

Respondent husband appeals from the decree dissolving the parties' marriage, asserting that the trial court's allocation of the parties' debt is inequitable and that the trial court should not have awarded petitioner wife alimony. Petitioner requests attorney fees on appeal. **AFFIRMED.**

Bruce Washburn of Harding, Berger, Campbell & Washburn, Des Moines, for appellant.

Debra J. Tharp of Day & Meeker, Washington, for appellee.

Considered by Snell, P.J., and Hayden and Sackett, JJ.

PER CURIAM

The parties to this appeal, Keith and Edith White, were granted a dissolution of their ten-year marriage by the District Court for Washington County on July 1, 1986. The district court, in the dissolution decree, divided the marital assets and liabilities and imposed alimony obligations on Keith. Keith, in this appeal, challenges the alimony provision and the property division as unjustified and inequitable. Our review is de novo. Iowa R. App. P. 4. Although we are not bound by the district court's fact findings, we give them weight. Iowa R. App. P. 14(f)(7).

I.

Keith maintains the district court allocated an inequitable share of the parties' liabilities to him. Indisputably, the allocation of marital debts inheres in a dissolution decree's property division. In re Marriage of Johnson, 299 N.W.2d 466, 467 (Iowa 1980). We are not bound to achieve a precisely equal division of marital property. In re Marriage of Anderson, 243 N.W.2d 562, 564 (Iowa 1976). The controlling mandate is that courts achieve a just and equitable award under the circumstances. In re Marriage of Wallace, 315 N.W.2d 827, 831 (Iowa App. 1981).

The district court's decree resulted in Keith being held responsible for $31,975.50 of the parties' liabilities and Edith being held responsible for $20,107.50. Keith agrees that the $10,000.00 pickup truck debt and a $500.00 personal debt are properly allocated to him. The district court's division was based upon that court's finding that Keith was primarily responsible for the parties' debt-ridden situation. Our review convinces us that this finding is substantially correct. We are persuaded of the substantial equitableness of the district court's division of liabilities and are not inclined to disturb it.

II.

Keith contends Edith is not entitled to alimony. The district court, believing otherwise, awarded alimony of $150.00 per week until Edith dies or remarries. The statutory factors which guide the alimony determinations made by Iowa courts are detailed in Iowa Code section 598.21(3) (1985) and need not be set forth at length here. In addition to the statutes, we are assisted by the sizeable body of case law on this issue. We are informed by both the cases and section 598.21(3) that the payment of alimony is not an absolute right; it is awarded out of fairness, according to the particular facts of the case. In re Marriage of Fleener, 247 N.W.2d 219, 220 (Iowa 1976); Iowa Code § 598.21(3) (1985). Two of the factors to be given great weight in such a determination are the duration of the marriage and the ability of the supported spouse to engage in gainful employment. In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972); Iowa Code § 598.21(a), (e) (1985). When determining the appropriateness of alimony, the trial court must consider the earning capacity of each party, present standards of living, and ability to pay balanced against the relative needs of the other. In re Marriage of Estlund, 344 N.W.2d 276 (Iowa App. 1983). The spouse with the lesser earning capacity is entitled to be supported for a reasonable time in a manner as closely resembling the standards existing during the marriage as possible to the extent that is possible without destroying the right of the party providing the income to enjoy at least a comparable standard of living as well. In re Marriage of Hayne, 334 N.W.2d 347, 351 (Iowa App. 1983).

On the date of trial, Edith was a sixty-year-old assistant elementary librarian. Her wages of approximately $400.00 per month are limited to those months during which school is in session. Subsequent to the parties' separation, she also began work as a waitress three nights per week earning $2.25 per hour.

The district court found that her career as a waitress would probably be short-lived due to her arthritic spine. She also receives $100.00 rent per month from her daughter who, along with Edith's grandchild, lives with Edith. She claims monthly expenses of approximately $1,425.00 and monthly income, excluding the challenged alimony payments, of approximately $620.00.

On the date of trial, Keith was sixty-four years old. He had been a truck driver for some forty-five years and currently works for Marshall Motor Coach Company. In addition, he receives pension and social security benefits. He estimates his current monthly income to be $1,773.00 with monthly expenditures, including the alimony payments, of $1,804.00.

We think the alimony obligations imposed by the district court are appropriate. They represent an attempt to equitably balance a situation in which Keith's financial situation was not sufficient to fully meet his needs as well as Edith's. As such, we affirm it.

III.

Edith requests attorney's fees for this appeal. In evaluating such a request, we consider the needs of the party making the request, the ability of the other party to pay, and whether the party making the request was obligated to defend the trial court's decision on appeal. In re Marriage of Castle, 312 N.W.2d 147, 150 (Iowa App. 1981). We conclude that Edith is entitled to an award of $1,000.00 to apply toward her attorney's fees incurred upon this appeal. See In re Marriage of Pittman, 346 N.W.2d 33, 37 (Iowa 1984). Costs are assessed to Keith.

AFFIRMED.