

FILED

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APR 28 1978

IN THE COURT OF APPEALS OF IOWA
CLERK SUPREME COURT

IN RE THE MARRIAGE OF LORRAINE ARLENE RUNGE and THEODORE WILLIAM
RUNGE

Upon the Petition of	)	
LORRAINE ARLENE RUNGE,	)	Filed April 28, 1978
Appellee,	)	
And Concerning	)	467
THEODORE WILLIAM RUNGE,	)	2-60448
Appellant.	)	

Appeal from Lee District Court - Harlan W. Bainter, Judge.

Respondent appeals from order declaring payments required under marriage dissolution decree to be property settlement rather than alimony and therefore not terminable upon petitioner's remarriage. Affirmed.

W. H. Bartley and T. L. Hinman, of Bartley, Bartley & Hinman, Iowa City, for appellant.

Thomas C. Younggren, of Norman, Younggren & Webber, Keokuk, for appellee.

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

PER CURIAM

The issue presented on this appeal is whether annual payments of \$10,000, which respondent is required to make to petitioner under a marriage dissolution decree are alimony (in the sense of wife support) and thus terminable upon petitioner's remarriage. The trial court concluded that such payments were properly characterized as a property settlement rather than wife support under the rules announced in *In re Marriage of Woodward*, 229 N.W.2d 274, 278-79 (Iowa 1975) and therefore not subject to termination upon remarriage.

On our de novo review of the record we agree that the payments in question, regardless of the terminology employed, partake of the characteristics of a property settlement under the criteria stated in the *Woodward* case, *supra*, and *Knipfer v. Knipfer*, 259 Iowa 347, 351, 144 N.W.2d 140, 142-43 (1966). The trial court therefore was correct in concluding that such obligation on respondent's part does not terminate as a result of petitioner's remarriage.

We have reached this result without considering the testimony of the parties or their lawyers as to their intention that this provision in the stipulation, which formed the basis for the economic provisions of the decree of dissolution, be a property settlement. We therefore need not determine whether such evidence was improperly received over respondent's objection.

The result which we reach makes unnecessary any consideration of the alternative ground upon which the trial court declined to terminate respondent's obligation.

AFFIRMED.