FILED
JUN 28 1983
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF GERALD B. REEVES AND ROSE MARIE REEVES

Upon the Petition of)
GERALD B. REEVES,)
Petitioner-Appellant,)
And Concerning)
ROSE MARIE REEVES,)
Respondent/Cross-Appellant.)

Filed June 28, 1983

3-95
2-68832

Appeal from Polk District Court - Ray A. Fenton, Judge.

Petitioner-husband appeals and respondent-wife cross-appeals from the economic provisions of the parties' dissolution decree. AFFIRMED.

Donald L. Nelson of Nelson & Cahill, Des Moines, Iowa, for petitioner-appellant.

F. H. Becker of Patterson, Lorentzen, Duffield, Timmons, Irish & Becker, Des Moines, Iowa, for respondent/cross-appellant.

Considered en banc.

PER CURIAM

Petitioner-husband appeals and respondent-wife cross-appeals from the economic provisions of the parties' dissolution decree. Both claim the property division and alimony provisions are inequitable; petitioner also claims that he should not have been ordered to pay costs and a portion of respondent's attorney fees. We affirm.

Gerald and Rose Reeves were married in 1949 and had an average adjusted gross income of approximately $25,000 per year for the seven years prior to trial. Throughout most of the marriage Gerald was a farmer while Rose was primarily a farm wife and mother. Of the parties' assets, having a total value of $802,852.16, Gerald was awarded property valued at $493,502.64, including most of the farm-related assets, and was ordered to pay debts of $125,407.92, most of which related to the farming operation. Rose was awarded property valued at $309,309.52 subject to an $8,000 debt including real estate in Arizona. Gerald was ordered to pay $4,000 toward Rose's attorney fees and all of the court costs. Gerald was awarded the entirety of the parties' interest in certain farm property with regard to which his mother devised him a life estate with a one-third remainder interest in his wife if he left a wife surviving him. The court valued this property (a 291-acre tract) at $623,500. Because of the dissolution of the parties' marriage eliminating Rose's contingent remainder in Gerald's life estate and in recognition of Rose's contributions in farming this inherited land, the court awarded her alimony of $10,000 per year for ten years or until she remarries if that occurs first. These appeals followed.

In reviewing economic provisions of a dissolution decree, we consider them as a whole and not as discrete units. In re Marriage of Castle, 312 N.W.2d 147, 149 (Iowa Ct. App. 1981). With regard to division of property and alimony, we consider the factors listed in Iowa Code §§ 598.21(1), (3) respectively. Property inherited by either party during the marriage is not subject to division unless a refusal to

divide such property would be inequitable to the other party. Iowa Code § 598.21(2). Although an equal division of property is frequently appropriate, it is not required in every case. Castle, 312 N.W.2d at 149.

With these principles in mind, we consider first the property division and alimony provisions. The main point of contention involves the treatment of Gerald's life estate in the farm land inherited from his mother. Gerald claims it should not be considered divisible property at all under Iowa Code § 598.21(2) and that the alimony award is an attempt to do indirectly what may not be done under that statute. Rose, on the other hand, claims that it should be considered marital property and that its value should enter into the property division calculation. The trial court followed the general rule by setting off Gerald's interest in the inherited land to him. The court also recognized, however, that it would be unfair to Rose not to compensate her for her role in the farming of that land as well as in its care and preservation. See In re Marriage of Thomas, 319 N.W.2d 209, 211 (Iowa 1982). For this reason, the court awarded her alimony of $10,000 per year for ten years.

We believe this solution is in accord with the principles stated above. Although the alimony certainly imposes an extra financial burden on Gerald, we note that it is spread over ten years at the most (less if Rose remarries within that time). Gerald's farm income during that time should enable him to meet this obligation. Nor can we sympathize with Rose's claim that her share should be larger because the dissolution wipes out her vested remainder in Gerald's life estate. Of course, she had no vested interest; any interest she had was clearly contingent on her being Gerald's wife at the time of his death. In addition, Rose's claim ignores the fact that Gerald is responsible for paying nearly all of the parties' debts. In any event, the court's award of alimony is an equitable reflection of her contributions with respect to the inherited land. We also affirm

those provisions ordering Gerald to pay costs and $4,000 toward Rose's attorney fees. Gerald is in a better financial position to assume those costs than is Rose.

We have considered all of the claims raised in this appeal and cross-appeal and find no reason to disturb the provisions of the decree in any way. Each party shall pay his or her own attorney fees on appeal as well as one-half the costs.

AFFIRMED.