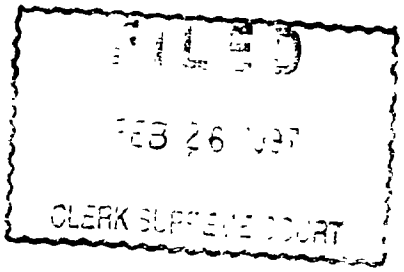
IN THE COURT OF APPEALS OF IOWA

No. 6-692 / 95-1361

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IN RE THE MARRIAGE OF EMERSON C. BOWSTEAD, JR. AND CONNEE D. BOWSTEAD

Upon the Petition of
EMERSON C. BOWSTEAD, JR.,

Petitioner-Appellee,

And Concerning
CONNEE D. BOWSTEAD,

Respondent-Appellant.

Appeal from the Iowa District Court for Scott County, James R. Havercamp, Judge.

Connee Bowstead appeals from the economic provisions of the parties' dissolution decree contending the award of alimony was insufficient and the division of marital property was inequitable. **AFFIRMED.**

Mark J. Smith of Wells, Bowman & Smith, Davenport, and Barbara E. Maness, Davenport, for appellant.

Maria Mihalakis Waterman of Lane & Waterman, Davenport, for appellee.

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

PER CURIAM

This is an appeal by Connee Bowstead claiming the economic provisions of the parties' dissolution decree are inadequate and inequitable. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Our review of this equity action is de novo. Iowa R. App. P. 4. The partners to a marriage are entitled to a just and equitable share of the property accumulated through their joint efforts. *In re Marriage of Russell*, 473 N.W.2d 244, 246 (Iowa App. 1991). We consider property division and alimony together in evaluating their individual sufficiency. *In re Marriage of Dahl*, 418 N.W.2d 358, 359 (Iowa App. 1987).

Emerson and Connee Bowstead were married in 1964. At the time of the dissolution trial in 1995 the parties' only unencumbered asset was the marital residence, valued at $95,000. Their marital debts totaled more than $75,000. Neither party is in good health. Emerson suffered a head injury resulting in permanent memory impairment while working for Caterpillar Inc. He has also been diagnosed with a bipolar mental disorder unrelated to the head injury. Connee has thirteen different diagnoses for which she takes fourteen medications. Connee's monthly medication costs exceed $500, but she qualifies for medically needy insurance. Emerson and Connee are currently employed to the limits of their capabilities.

Emerson works as an independent truck driver earning a net monthly income of about $636. In addition, he receives monthly payments of $1250 from a personal

injury settlement agreement following his head injury. His monthly payment under the settlement agreement will increase to $1500 in the year 2000. Connee earns a net monthly income of $164 working for Farm and Fleet four days a month. She will receive $8000 per year, which is non-taxable, until 1998 as a result of Emerson's settlement.

At trial Emerson and Connee testified to numerous monies given to them by Connee's parents, the Paustians, throughout the marriage. Most of the loans were forgiven or unpaid. After the commencement of the dissolution, however, the Paustians demanded repayment of more than $21,000 extended to Emerson for his trucking business in 1985 and 1992. Like the district court, we conclude these "loans" were forgiven and are not marital debts.

The district court ordered Emerson to pay $200 per month alimony, with a review hearing to be held in 1998 when Connee's annuity payments cease. The court ordered the marital residence sold with the net proceeds to be used to pay the federal and state income tax liabilities to and including the calendar year 1995 ($21,654), the balance due and owing Liberty State Savings Bank ($30,921), and the balance due Central State Bank ($17,128). The court ordered the balance of the sale proceeds divided eighty-three percent to Connee and seventeen percent to Emerson. Each party was awarded personal property and some debt. The court also ordered that Emerson's pension or retirement funds from Caterpillar, if any, were to be divided one-half to each party.

Connee now appeals contending she should be awarded more of the marital property and more alimony. We conclude, however, that the dissolution decree fairly and equitably distributes the parties' marital debts and limited assets. We therefore affirm.

Connee's request for appellate attorney fees is denied.

AFFIRMED.