

FILED

MAY 31 1988

CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF JERI L. PEFFERMAN AND CURTIS L. PEFFERMAN

Upon the Petition of)

207

JERI L. PEFFERMAN,)

Petitioner-Appellant,)

Filed May 31, 1988

And Concerning)

CURTIS L. PEFFERMAN,)

8-168
87-1234

Respondent-Appellee.)

Appeal from the Iowa District Court for Washington County (No. DOM 1162), Richard J. Vogel, Judge.

Petitioner wife appeals from the decree dissolving the parties' marriage.

AFFIRMED.

Richard S. Bordwell of Brodwell Law Office, Washington, for appellant.

Michael R. Mullins of Morrison, Lloyd, McConnell & Mullins, Washington,
for appellee.

Considered by Oxberger, C.J., and Donielson and Hayden, JJ.

PER CURIAM

Petitioner wife appeals from the decree dissolving the parties' marriage. We affirm.

Petitioner, Jeri L. Pefferman, and respondent, Curtis L. Pefferman, were married at 1971. At the time of trial Jeri was thirty-six years old and Curtis was forty-three. They have three children. During the marriage both parties worked at various jobs and studied toward advanced college degrees. At the time of trial Jeri was expected to receive a Master's degree in judicial administration in September 1987 with an anticipated salary of \$15,000 to \$18,000 a year in that field. Curtis is an artist and a teacher. He earned \$22,447 gross the year before trial. During the marriage both parties received individually and as a couple substantial gifts and loans from Jeri's parents and Curtis's mother.

In its dissolution decree, the trial court set up a joint custody arrangement with Jeri having physical care of the children. Curtis was directed to pay Jeri child support of \$160 per child per month. There was no cost-of-living adjustment provision in the child support award. No alimony or attorney fee award was made. The parties' house was ordered sold and the net equity equally divided. Each party was awarded the personal property the parties had agreed upon in their stipulation of assets and liabilities. The other personal property was to be divided by each party alternatively choosing an item, beginning with Jeri. Each party was made responsible for any loans received by either or both parties from his or her parent or parents and for any debt on property he or she was awarded. Jeri was made responsible for the parties' MasterCard debt and Curtis for the parties' remaining debts. Jeri has appealed from the dissolution decree.

Our scope of review is de novo. Iowa R. App. P. 4.

I. Jeri challenges the economic provisions of the decree. She contends (1) that the property division is inequitable, (2) that the trial court should have

set aside to her the gifts of money, grain, and livestock she received from her mother and father during the marriage, and (3) that the trial court should have treated the money Curtis received from his mother during the marriage as a loan.

We have reviewed the property division in accordance with those factors set forth in Iowa Code section 598.21(1). We review the economic provisions as a whole. See In re Marriage of Hoak, 346 N.W.2d 185, 191 (Iowa 1985). We find the trial court apportioned the parties' assets and liabilities in a fair and equitable manner. We find there is no reason to disturb it on appeal.

II. Jeri argues the trial court should have awarded her alimony. The payment of alimony must be determined in light of all the circumstances. In re Marriage of Bevers, 326 N.W.2d 896, 900 (Iowa 1982). 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, 281 (Iowa App. 1983). Iowa Code section 598.21(3) informs us that alimony is awarded out of fairness, according to the particular facts of each case. We think the trial court's denial of an alimony award to Jeri was proper.

III. Jeri asserts that her child support award is inadequate and that the trial court should have included a cost-of-living adjustment provision in the child support award. We have examined the child support award in accordance with the dictates of Iowa Code section 598.21(4) and find it to be equitable and affirm it on appeal. The trial court stated that no periodic support should be ordered in light of Jeri's projected salary increases. We find no reason to disturb the trial court's ruling in this regard.

IV. Lastly, Jeri contends that the trial court should have required Curtis to pay part of her attorney fees. Both Curtis and Jeri request attorney fees

on appeal. An award of attorney fees is generally based on the parties' respective abilities to pay. In re Marriage of Williams, 303 N.W.2d 160, 167 (Iowa 1981). We affirm the trial court's order that each party pay his or her own attorney fees. We order each party to pay his or her own appellate attorney fees.

AFFIRMED.