FILED
MAR 29 1978
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

SUZANNE C. TRAINER,)
Appellee,) Filed March 29, 1978
vs.) 446
JAMES EDWARD TRAINER, JR.,) 2-60566
Appellant.)

Appeal from Polk District Court - Harry Perkins, Judge.

Respondent husband appeals the alimony provision in the decree of dissolution of marriage. - Affirmed.

I. Joel Pasternak, Des Moines, for Appellant.

Jeff H. Jeffries and R. Ronald Pogge, of Hopkins & Huebner, Des Moines, for Appellee.

Submitted to Allbee, C.J., and Donielson, Snell, Oxberger and Carter, JJ.

PER CURIAM

Respondent James Edward Trainer, Jr., appeals the economic provisions of the dissolution decree. Specifically, James seeks a reduction of monthly alimony awarded to petitioner Suzanne C. Trainer by the trial court. Our review is de novo. In re Marriage of Winegard, 257 N.W.2d 609, 613 (Iowa 1977); Rule 4, Rules of Appellate Procedure.

In matters of alimony we are guided by the criteria set forth in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), excluding considerations of fault as required by In re Marriage of Williams, 199 N.W.2d 339, 345-6 (Iowa 1972). Precedents are of little value and determinations of what is right depends upon the facts of each case. Accordingly, while we give weight to the trial court's findings of fact, we are not bound by them. Winegard, supra; Rule 14(f)(7), R. App. P.

James's initial contention on appeal is that when the trial court awarded all of the marital assets to Suzanne and alimony in the amount of $750 per month it impermissibly reached its decision by considering the relative degree of fault involved in the breakdown of the marriage. A review of the record requires us to reject James's argument. Nothing in the testimony establishes why the marriage ultimately broke down; nor does anything contained in either the trial court's findings of fact or the decree itself suggest that fault was used in reaching the decision.

James originally appealed the trial court's disposition of the family home. At the time of trial, the parties' rights in the family home were the subject of a quiet title action with James's mother. The trial court awarded the entire contingent interest in the home to Suzanne. James's attorney has notified us that this action has subsequently been decided adversly to Suzanne. James specifically does not contest the award of the personal property, antiques and the 1970 Oldsmobile to Suzanne. There is nothing for us to consider regarding these dispositions. See Nitta v. Kuda, 249 Iowa 853, 89 N.W.2d 149 (1958).

James's final contention on appeal is that the monthly alimony award of $750 less whatever amount Suzanne receives from her son as James's share of commissions from renewal premiums from their joint insurance venture, is

excessive based upon his ability to pay. The trial court found James had an earning capacity of $25,000 per year although he was unemployed. The figure was in part based upon an estimate of the present salary of a Firestone plant manager, a position once held by James, and on James's first year income from the insurance business. James was living rent free on his parents' yacht in Florida where he has arranged to take the Florida real estate examination.

Suzanne was employed as a substitute teacher earning $31.50 per day and working an average of two days per week during the school year. She received $250 per month from insurance renewal premiums which might be discontinued any time and had other income amounting to $768 per year. Her monthly expenses were $985 exclusive of rent as she was living rent free in the home owned by James's mother. Both parties testified they had no other additional income.

From a review of the record we find the alimony award made by the trial court is supported. When a person's inability to pay alimony is self-inflicted or voluntary, it will not constitute a ground for reduction of payments. See Ellis v. Ellis, 262 N.W.2d 265, 268 (Iowa 1978). Each party shall pay their own attorney fees on appeal.

AFFIRMED.