IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF BRUCE ALLAN ROORDA AND DARLENE FAYE ROORDA

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UPON THE PETITION OF BRUCE ALLAN ROORDA,

Petitioner-Appellee,

AND CONCERNING DARLENE FAYE ROORDA,

Respondent-Appellant.

Filed December 18, 1985

5-525
84-1994

Appeal from the Iowa District Court for Marion County, Richard D. Morr, Judge.

Respondent-wife appeals from the decree dissolving the parties' marriage. **AFFIRMED AS MODIFIED.**

Bert A. Bandstra, Knoxville, for respondent-appellant.

John F. Heslinga and David D. Dixon, Oskaloosa, for petitioner-apppellee.

Considered by Oxberger, C.J., Snell, and Schlegel, JJ.

PER CURIAM

Petitioner Bruce Allan Roorda and respondent Darlene Faye Roorda were married in 1974. No children were born of the marriage. Both parties were 28 years of age at the time of trial. Bruce brought property valued at $250 to the marriage; Darlene brought property valued at $2600. During the marriage, Bruce worked at Pella Building and Supply (hereinafter Pella), a corporation owned by his parents. Darlene worked at Pella and at a window company.

In 1980, Bruce purchased a 36 percent interest in Pella Building and Supply from his parents. His parents also gave him an additional 16 percent interest. This gave Bruce a controlling 52 percent interest in the corporation. Darlene received a gift of $6000 from her grandparents during the marriage.

In its dissolution decree, the trial court credited each party with the value of the property he or she had brought to the marriage and the value of the gifts he or she had received during the marriage. The court placed a $10,000 value on Bruce's gift of the 16 percent interest in Pella Building and Supply. The trial court awarded Bruce two cars, some furniture and appliances, some solar and scuba equipment, a ring, his life insurance, some cash and bank accounts, some investment stock, and his interest in Pella Building and Supply. The trial court directed Bruce to pay the note to his parents and the amount the parties had spent for building supplies for their house. The trial court awarded Darlene a car, some furniture and appliances, some jewelry, her retirement fund with the window company, and several bank accounts. The trial court ordered the parties' house sold, the net proceeds distributed equally between them, and then, Darlene shall pay $15,000 of her one-half share to Bruce. Darlene has appealed, asserting that the property division is inequitable.

Our review is de novo. Iowa R. App. P. 4. We give weight to the fact findings of the trial court, but are not bound by them. Iowa R. App. P. 14(f)(7).

The factors we consider to determine if a property division is equitable are set forth in Iowa Code section 598.21. The crucial issue in reviewing property division in a dissolution decree is whether the distribution under the particular circumstances was equitable. In re Marriage of Wallace, 315 N.W.2d 827, 830 (Iowa Ct. App. 1980)). We reject any rule based on a percentage division of the assets. In re Marriage of Lattig, 318 N.W.2d 811, 814 (Iowa Ct. App. 1982). We are not bound to achieve a precisely equal division in property awards. In re Marriage of Bornstein, 359 N.W.2d 500, 503 (Iowa Ct. App. 1984); In re Marriage of Anderson, 243 N.W.2d 562, 564 (Iowa 1976). "Adjudicating property rights in a dissolution action inextricably involves a division between the parties of both their marital assets and liabilities." In re Marriage of Johnson, 299 N.W.2d 466, 467 (Iowa 1980). Ordinarily, any loans obtained before the parties separated are considered part of a joint effort benefiting both parties. In re Marriage of Smith, 351 N.W.2d 541, 543 (Iowa Ct. App. 1984).

Debt to Bruce's Parents. Darlene contends that the trial court erred by requiring her to contribute $15,000 to Bruce's debt of $25,720 for the purchase of the 32 percent interest in the family corporation. She argues that because she vigorously opposed the incurrence of the debt and refused to sign any of the documents evidencing the debt, that she should not have to contribute towards payment of this liability.

The trial court did not order that Darlene was liable for $15,000 of the $25,720 debt. Rather, the court set off the entire $25,720 liability to Bruce. After crediting each party with gifts received during marriage and property brought in the marriage, the court determined Darlene would receive net assets of $16,561 (excluding the value of the house) and Bruce's share was a negative $15,032. To better equalize the property division, the court then ordered that

Darlene should pay Bruce $15,000 from her one-half share of the proceeds from the sale of the house.

In effect, then, Darlene's argument is that the $25,720 debt should not have been considered as a liability of the marriage, but rather as Bruce's separate obligation which does not entitle him to receive an extra $15,000 of the proceeds from the sale of the house.

The reasons for allocating the entire $25,720 debt to Bruce include Darlene's vehement opposition to the venture, and the fact that the note evidencing the debt obligates only Bruce. However, this allocation of liability does not prohibit us from acknowledging the fact that Darlene did receive some benefit during the marriage from Bruce's investment in Pella. They were able to construct two houses with building materials at a reduced cost, and sold one house for a substantial profit. The other house is to be placed on the market to be sold and is valued by the parties at $70,000. Bruce brought home a good salary, had access to other company benefits, and Darlene was also employed by Pella during part of the marriage.

In light of the fact that Darlene received benefits during the marriage from Bruce's position in Pella, yet is absolved from any obligation to assist in paying the debt which helped to create those benefits, we agree with the trial court that Bruce is entitled to a larger share of the proceeds from the sale of the house. However, the present divison awarding Bruce $15,000 over one-half of the sale proceeds is inequitable. A more equitable division of the proceeds is the following: Bruce shall receive $15,000 of the house sale proceeds. The remainder shall then be divided equally between the parties. In effect, our reallocation provides Bruce with $7500 more of the proceeds than he would receive if the proceeds were divided equally.

Valuation of Bruce's Gift. Darlene next argues that Bruce's gift of stock interest from his parents was incorrectly valued as a 16 percent interest in Pella when it was really only a 4 percent interest. Therefore, she asserts that the gift should have been valued at $2480 rather than $10,000.

This argument is clearly contradicted by the record. Each of the four Roorda children received 16 percent of the outstanding shares of Pella from their parents. Because the parties concede that the corporation is valued at approximately $62,000. The trial court correctly placed a value of $10,000 on Bruce's gift.

Valuation of Darlene's Retirement Fund. Darlene also contends that the trial court erred in fixing the value of her retirement plan at $8,610.78. She testified that if she quit her job now, nothing would be paid to her for two years and then the $8,610.78 would be paid to her over a period of ten years. Therefore, the fund should be discounted to the present value that she establishes at $2305. Bruce argues that because Darlene can borrow against the retirement fund, direct her employer regarding how she wishes to invest the fund, and earns interest on the fund, the trial was correct to value the fund without discounting it to present value.

We conclude that while Darlene apparently has only the right to receive money in the future, she did not present evidence to support giving a present valuation to the fund at trial. Therefore, the trial court did not err in adopting the fund's actual value in the property division.

Pella's Debt to Darlene. Darlene asserts that the corporation does not intend to pay back $1050[1] which Bruce borrowed from the parties' joint savings

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[1]The parties agree that the court followed a typographical error in the financial affidavit and set forth the amount of this debt as $1500 in the decree. The figure should read $1050 and the valuation in the property division adjusted accordingly.

account to meet Pella's payroll. Therefore, she argues the trial court erred in setting off this $1050 as an asset of the parties.

There is nothing in the record to indicate that this is other than a legitimate debt owed by Pella to the parties. Because it is properly an asset subject to division, the trial court did not err in allocating this account receivable to Darlene.

In light of the foregoing adjustments, the property is divided with the following values assigned thereto:

	Husband	Wife
House	$42,500.00	$27,500.00
1982 Mazda	10,000.00	---
1981 Ford Escort (net equity)	---	4,200.00
1965 Ford	350.00	---
Cash Value husband's life insurance (net equity)	538.00	---
T & R Investments, Ltd. stock	6,450.00	---
Husband's cash & bank acct.	350.00	---
Pella National Bank acct.	---	100.00
Furniture & appliances	1,200.00	---
Furniture & appliances	---	2,400.00
Jewelry	---	750.00
Solar equipment	1,000.00	---
Scuba gear	750.00	---
Savings acct.	---	2,600.00
Ring	300.00	---
Rolscreen retirement fund	---	8,611.00
Marion County State Bank acct.	---	1,050.00
Marion County State Bank acct.	---	5,000.00
52% of stock of Pella Bldg. & Supply, Inc. (includes debt of husband to corporation shown on Ex. #1)	0.00	---
	$63,438.00	$52,211.00
Less Liabilities	25,720.00	---
Net Assets	$37,718.00	$52,211.00

AFFIRMED AS MODIFIED.

OXBERGER, C.J., (dissenting).

I would affirm the trial court.