IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF DONNA ALICE MOENK AND ROBERT W. MOENK

Upon the Petition)
DONNA ALICE MOENK,)
Petitioner-Appellee,)
)
And Concerning)
ROBERT W. MOENK,)
Respondent-Appellant.)

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Appeal from Linn District Court. Robert Osmundson, Judge.

Respondent-husband appeals the economic provisions of the parties' dissolution decree, asserting the property division was inequitable in light of each parties' contributions during the marriage. AFFIRMED.

Robert F. Wilson, Cedar Rapids, Ia., for respondent-appellant.

James Chipokas, of Chipokas, Platt, Haher & Forte, Cedar Rapids, Ia., for petitioner-appellee.

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

Respondent husband appeals the economic provisions of the parties' dissolution decree, asserting the property division was inequitable in light of each parties' contributions during the marriage. We affirm.

Respondent, Robert Moenk, and petitioner, Donna Moenk, were married on April 7, 1973. Both of them were previously married. There are no minor children either from this marriage or previous marriages that would be affected by the outcome of this appeal.

The record shows that both parties are employed by Collins Radio Company in Cedar Rapids. Donna has twenty-one years of seniority and Robert has fifteen years of seniority. Both are paid approximately the same hourly rate although Robert has greater access to overtime opportunities than does Donna. During 1979, Robert earned approximately $3000 more than Donna by virtue of his opportunity to put in overtime hours.

Donna entered the marriage with a completly furnished house located in Hiawatha. Donna purchased the house in 1968 at a cost of $17,500, with a down payment of $3100. She made all of the mortgage payments on that home for the five years before her marriage to Robert. Robert entered the marriage with negligible personal effects and a 1967 Chevrolet automobile subject to an outstanding debt.

After their marriage, the parties did not strictly pool their income. Donna paid all of the school, clothing, medical and dental bills for her minor children, who were then living with Donna. Donna was also responsible for paying the mortgage payments, insurance bills, taxes and groceries for the family.

Robert was responsible for upkeep on the family automobiles. His responsibility included repairs, maintenance and fuel for the cars. Robert also made the monthly utility payments.

Major purchase or home improvement expenditures generally were financed through their combined income tax refunds.

A stipulation of assets and liabilities was filed by Robert pursuant to court order. After trial on the issue of property division, the trial court awarded Donna the Hiawatha residence, subject to any outstanding encumbrance, the furniture, her own checking and savings accounts and the 1967 Chevrolet Malibu. Robert was awarded the 1973 station wagon, the Honda motorcycle, his checking account and the sum of $5000 to be paid in annual installments of $1000, with interest at seven per cent.

Robert contends that the property distribution is inequitable. He bases his argument on the fact that Donna was awarded equity of $32,600, while Robert was awarded only $9975. He feels the inequity stems not only from the disparity in the sizes of their respective awards, but also from the fact that the parties contributed substantially equal amounts during the marriage.

Our review of this case is de novo. Iowa R. App. P. 4. We are not bound by the trial court's findings of fact, but we give weight to the findings, especially regarding the credibility of witnesses. Iowa R. App. P. 14(f)(7). In reviewing each individual economic provision of dissolution decree, we consider all the provisions together as an integrated whole. See In re Marriage of McFarland, 239 N.W.2d 175, 179 (Iowa 1976). In reviewing the property provision of a dissolution decree, we consider the factors articulated in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), except fault. In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972).

In response to Robert's argument, we are guided by the notion that although an equal division of the assets is frequent, there is no requirement that parity between the parties be effected. In re Marriage of Schissel, 292 N.W.2d 421, 423 (Iowa 1980); In re Marriage of Conley, 284 N.W.2d 220, 223 (Iowa 1979). Even if the trial court's goal was to divide the assets equally, there is no requirement that the division be mathematically precise. Conley, 284 N.W.2d at 223. The test for an acceptable allocation of assets is whether the distribution constitutes an equitable and just award under the particular circumstances of the parties. Locke v. Locke, 246 N.W.2d 246, 251 (Iowa 1976); Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968); In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972). We conclude that the trial court's award in this instance was fair and equitable.

Weighing heavily in our balancing process was the status of the parties when they entered the marriage, their allocation of responsibility for joint expenses and their earning capacities. See Schantz v. Schantz, 163 N.W.2d 398, 405 (1968). Donna entered the marriage with a fully-furnished home. She made all of the mortgage payments on the home, except one. The record indicates that except for the morgage payments, the parties contributed nearly equally to discharge the remaining expenses. Donna purchased the family groceries, at a cost of approximately $150 per month, solely from her own wages, in addition to paying for insurance and all the expenses her children incurred while they were living with her. Robert contributed $125 per month for utilities and maintained the family automobiles. All of the other expenditures, for

appliances, home repairs or improvements and furniture, were jointly made and paid for by Donna and Robert. It is apparent the trial court accounted for those facts in determining the property distribution between the parties.

Awarding the home and furniture, subject to any outstanding encumbrances, to Donna is reasonable and equitable under the circumstances of this case. Although there is admittedly more equity in the home and furniture awarded to Donna than in the property awarded to Robert, the division reflects the fact that Donna brought more equity into the marriage, contributed substantially more to the financial requirements of the marriage and has a lower earning capacity than Robert due to Robert's ability to work overtime. Viewed as a whole, the trial court worked equity between the parties and its order is affirmed in it entirety.

AFFIRMED.