FILED
AUG 30 1990
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 0-221 / 89-966

IN RE THE MARRIAGE OF VICKIE ANN CREES AND RICHARD ALLEN CREES

Upon the Petition of **VICKIE ANN CREES,**

Appellee,

And Concerning **RICHARD ALLEN CREES,**

Appellant.

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Appeal from the Iowa District Court for Johnson County, Lynne Brady, Judge.

The respondent husband appeals from various economic provisions contained in the district court's decree of dissolution of the parties' marriage. **AFFIRMED.**

Thomas D. Hobart of Meardon, Sueppel, Downer & Hayes, Iowa City, for appellant.

Jean Bartley of Bartley Law Offices, Iowa City, for appellee.

Considered by Donielson, P.J., and Schlegel and Hayden, JJ.

SCHLEGEL, J. 136

Richard and Vickie Crees were married on August 28, 1982. No children were born of this marriage. At the time of the parties' marriage, Richard owned a house on one acre of land in rural Cedar County, subject to a $2,000 indebtedness to his parents. Richard also owned a life insurance policy, a certificate of deposit in the amount of $3,000, $410 worth of tools, and a number of old motor vehicles which had been purchased for him for collection or resale. Richard also owned some furniture and a Keogh Plan valued at $11,000. Vickie had some furniture and an older car.

At the time of the marriage, Richard was employed by his father as a heavy equipment operator and was self-employed in the business of customizing and restoring automobiles. Vickie was at all times employed by Moore Business Forms in Iowa City. The parties lived on the acreage in Cedar County, the title to which was transferred to Richard's name by his parents upon payment of the $2,000 debt.

During the marriage, the parties built a pole building which served as a shop for Richard's business, and was located on the homestead acreage. Richard incurred a debt of $4,500 to drill a new well on the property, such debt accruing after the parties' separation.

Vickie filed the present action on July 26, 1988. The case came to trial on June 7, 1989. At trial, much of the

contention centered around the amounts the parties contributed to constructing the building. Richard testified that $11,000 came from the sale of cars he had owned, and that $1,200 had come from cash value of an insurance policy. Richard also testified that he did much of the work himself, but that he still owed his father $2,077 for earth moving services. Vickie argues that she used $3,000 of inheritance she received from her father, and sold $1,800 worth of stock which was used in the building. Richard claimed he received a $3,800 credit for his labor, but Vickie testified the credit was a cash payment. Vickie also argued the $2,077 bill owed to Richard's parents was not received until the dissolution proceedings began.

Both parties testified that they had disagreements over Vickie's spending habits. Richard argued that Vickie bought furniture, clothing, and pets which did not appreciate in value. Vickie testified Richard only spent money on his tools and the shop building. Following trial, the court entered its decree on June 14, 1989. The trial court awarded Richard the homestead property and shop building, valuing it at $39,600. The court credited Richard with $18,000 which had been paid on the property prior to the marriage. Richard was awarded his tools, motorcycle valued at $3,000, the certificate of deposit worth $3,000, and his $11,000 Keogh Plan, as well as other gifts received during the marriage.

The court awarded Vickie her premarital and personal property valued at $1,320, her jewelry, and her 401-K pension plan in the amount of $1,241. The court held Richard responsible for the debt to his parents and the $4,500 for the new well. The court, noting that the net award of marital property to Richard was $33,414, ordered Richard to pay Vickie one-half that sum, or $16,086.50, as a lump sum, with payments of $5,000 due on July 1, 1989, and December 31, 1989, and the remainder by July 1, 1990. Richard has appealed.

Richard contends that the $4,000 in the certificate of deposit (CD) was a result of interest accumulation, and not any deposits made by either party. Since the original $3,000 CD was premarital property of Richard, the entire amount should be set aside to him, thereby reducing the award to Vickie by $2,000. Richard also argues that the 1973 truck awarded to him was premarital property, and should not have been considered in the property award. Richard maintained the snow blower awarded to him was not his, and that he should have been given some credit for installing the $4,500 well. Richard also argues that if he is to be assigned the $2,077 owed to his parents, he should receive a credit for the bill on the new well when making an equitable property division.

Richard also argues that some value should be placed on the furniture, clothing, and pets Vickie purchased, since they never appreciated in value and expended considerable

marital assets. Richard next contends the value of the property is between $2,523 and $7,623, not $21,600 as the court found. Richard lastly argues that, based on what he maintains is the true measure of the property's worth, the total net owed to Vickie is $4,916.

Our review of this equitable proceeding is de novo. Iowa R. App. P. 4. We must review all of the facts and circumstances, as well as the law, to determine rights from credible evidence on issues properly presented and preserved. In re Marriage of Full, 255 N.W.2d 153, 158 (Iowa 1977); In re Marriage of Lattig, 318 N.W.2d 811, 812 (Iowa App. 1982). We will, of course, give weight to the trial court's findings of fact, but we are not bound by them. Iowa R. App. P. 14(f)(7); see In re Marriage of Novak, 220 N.W.2d 592, 597 (Iowa 1974); Lattig, 318 N.W.2d at 811-12. Finally, precedent is of little value; therefore, we must reach our decision based on the particular facts of this case. In re Marriage of Kehrli, 241 N.W.2d 923, 926 (Iowa 1976) (quoting In re Marriage of Briggs, 225 N.W.2d 911, 912 (Iowa 1975)); Lattig, 318 N.W.2d at 812.

Appellant's first assignment of error is that the certificate of deposit that he brought to the marriage, and all of the interest that accrued on it, should be excluded from the determination of marital assets. We disagree. We believe that the determination of the marital assets and the division of those assets was equitable given all of the

facts and circumstances. Moreover, it is not necessary for us to seek mathematical precision in evaluating the proper amount to which a party may be entitled. In re Marriage of Conley, 284 N.W.2d 220, 223 (Iowa 1979) (citing In re Marriage of Andersen, 243 N.W.2d 562, 564 (Iowa 1976)).

In his fourth and fifth assignments of error, appellant also seeks to invoke In re Marriage of Lattig, 318 N.W.2d 811 (Iowa App. 1982), to adjust the value of the real estate downward. He argues that the increase in value attributable to the marriage is only the retirement of the $2,000 debt and the addition of the $14,500 building, or $16,500, and that any other value is merely the result of economic factors in which Appellee is not entitled to share. Appellant, however, neglects the underlying premise in Lattig "that an equitable property division of the appreciated value of the property should be a function of the tangible contributions of each party and not the mere existence of the marital relationship." Id. at 815. Although appellant brought a fair amount of equity in the property to the marriage, the record shows that the appellee did make "tangible contributions" toward the appreciation in value of the property.

As to appellant's other assignments of error, we find that they rest upon disputed facts and on the credibility of the witnesses. We believe the trial court correctly and carefully weighed the facts before it and reached an equitable decision which we will not disturb.

AFFIRMED.