FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF ADELA M. GRIFFEL AND HERMAN F. GRIFFEL

Upon the Petition of)
ADELA M. GRIFFEL,)
Petitioner-Appellee,) Filed March 22, 1979
And Concerning)
HERMAN F. GRIFFEL,) 35
Respondent-Appellant.) 2-62128

Appeal from Webster District Court - R. K. Richardson, Judge.

Respondent husband appeals from economic provisions of dissolution decree. Affirmed as Modified.

James L. Kramer & Arthur Johnson, of Johnson, Burnquist, Erb, Latham & Gibb, P.C., of Fort Dodge, for appellant.

Claire F. Carlson, of Kersten, Opheim, Carlson, Estes & Trevino, of Fort Dodge, for appellee.

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

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DONIELSON, J.

Respondent Herman Griffel appeals the economic provisions of a dissolution decree ending his 32 year marriage to petitioner Adela Griffel. In our **de novo** review, rule 4, Rules of Appellate Procedure, we are governed by the criteria listed in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), without regard to fault, In re Marriage of Williams, 199 N.W.2d 339, 344 (Iowa 1972).

Neither party had brought any significant assets into the marriage in 1946, but by the time of trial in May 1978, a substantial amount of property had been accumulated. Herman worked as a farmer throughout the marriage; in addition to farm duties, Adela supplemented the family income with various jobs outside the home. The trial court noted that in recent years, as the marriage broke down, the parties appeared to be unable to cooperate for the purpose of accumulating additional assets.

The trial court awarded each party half of the farmland owned at time of trial, subject to encumbrances. A 160 acre farm purchased from Adela's parents at 4 1/2 percent interest, with the original term extended, was divided, with 40 acres awarded to Adela and 120 acres including the house and farm buildings awarded to Herman. Adela was awarded a separate 80 acre tract. The outstanding indebtedness against Herman's property was $21,000, against Adela's, $22,500.

In 1976, when the parties separated, Adela purchased a house in Fort Dodge valued at $45,000 subject to a $28,000 mortgage, and this was awarded to her. Herman was awarded all the farm machinery, valued between $35,000-$50,000, and was ordered to assume the farm-operating debts. When the parties separated in 1976, these debts were approximately $37,000, but had increased to in excess of $87,000 before trial. However, the trial court noted that very little grain had been sold in 1977, and the value of grain and livestock on hand was $53,000. Fifteen thousand dollars of $38,000 received in a recent grain sale by Herman was awarded to Adela in the dissolution decree. Finally, Adela was awarded half of the household goods and a 1977 Mercury automobile free of its $6400 encumbrance.

After reviewing the entire record, we conclude that the property settlement ordered by the trial court should be modified by requiring Adela to assume payments on the Mercury automobile, and removing that obligation from Herman. In all other respects, we believe the trial court's decree does substantial equity, and we affirm it.

While Herman's obligations are greater than those to be assumed by Adela, nearly two-thirds of the outstanding debt he will be required to repay was incurred after the parties had separated. The trial court's decree requires Adela to repay all obligations so incurred by her.

Attorney fees for this appeal are sought by Adela. Each party shall pay his or her own attorney's fees. The judgment of the district court is affirmed as modified.

AFFIRMED AS MODIFIED.

OXBERGER, C. J. dissents.

OXBERGER, C. J. (dissenting)

I dissent. I would affirm the trial court.