FILED
JUN 30 1978
CLERK SUPREME COURT

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IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF DORIS W. LITTLE n/k/a DORIS W. BELCHER and DAVID L. LITTLE

Upon the Petition of	)	
DORIS W. LITTLE n/k/a **DORIS W. BELCHER,**	)	Filed June 30, 1978
Appellee,	)	
And Concerning	)	552 / 2-60966
DAVID L. LITTLE,	)	
Appellant.	)	

Appeal from Polk District Court - Harry Perkins, Jr., Judge.

Appeal from order nunc pro tunc clarifying dissolution decree. Affirmed.

James R. Cook, of Marks, Flagg, Hockett & Marks, Des Moines, for appellant.

John R. Hearn, of Payton & Hearn, P.C., Des Moines, for appellee.

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

PER CURIAM

David L. Little appeals from an order nunc pro tunc clarifying a provision of a decree of dissolution.

Prior to their 1971 dissolution, the parties signed a stipulation which included this paragraph:

> 2. Real Property: The residence of the parties, locally known as 600 Olinda, Des Moines, Iowa, shall become the property of the Petitioner and Respondent shall pay $20.00 a month on the house payment until September 1973 or until Petitioner's marriage, whichever event shall first occur. The Respondent shall pay the property taxes on the residence of these parties on or before December 15, 1971.

The stipulation was incorporated into the dissolution decree by reference. Subsequently, petitioner attempted to obtain a second mortgage on the home to accomplish some improvements. A title examination revealed certain defects in a quit-claim deed by which respondent released his interest in the described property. When petitioner requested a new quit-claim deed, respondent refused, claiming that the agreement of the parties was that he would retain a one-half interest in the home. Thereafter, petitioner filed a motion for an order nunc pro tunc declaring the court's understanding of its decree. An evidentiary hearing was held before the Honorable Harry Perkins, Jr., who had signed the decree in dispute. See Headley v. Headley, 172 N.W.2d 104, 107 (Iowa 1969). After that hearing, Judge Perkins issued the order nunc pro tunc as requested in the motion. The order included this comment:

> The Court, in so ruling, concludes the stipulation of the parties as incorporated into the Original Decree vested in the petitioner the complete ownership of the real estate, and this Order Nunc Pro Tunc simply makes explicit the intention of the Court at the time the Decree was signed.

Because the order appealed from was entered in an equity proceeding, our review is de novo. Bowman v. Bennett, 250 N.W.2d 47, 49 (Iowa 1977); rule 14(f)(7), Rules of Appellate Procedure.

When the provisions of a stipulation are incorporated into a decree, it is the decree which determines the parties' rights, not the stipulation. Peters v. Peters, 214 N.W.2d 151, 157 (Iowa 1974). The question is what the court meant by the provision incorporated into the decree. Bowman v. Bennett, 250 N.W.2d at 50.

Because the testimony does not show that the parties' intent was revealed to Judge Perkins before he signed the original decree, the evidence on that intent is irrelevant. See Bowman v. Bennett, 250 N.W.2d at 51. Trial court rendered the only plausible interpretation of the language of its own decree.

No other contention raised by the parties has any relevance to the sole question in this appeal.

AFFIRMED.