FILED
JUN 25 1992
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-621 / 91-487

IN RE THE MARRIAGE OF GEORGE W. CHRISTOPHER AND ANNA JOSEPHINE CHRISTOPHER

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Upon the Petition of
GEORGE W. CHRISTOPHER,

Appellant,

And Concerning
ANNA JOSEPHINE CHRISTOPHER,

Appellee.

Appeal from the Iowa District Court for Polk County, A. M. Critelli, Judge.

George Christopher appeals a district court order modifying the parties' dissolution decree concerning the disposition of a condominium. **AFFIRMED.**

Thomas M. Zurek and Michael E. Marshall of Smith, Schneider, Stiles, Mumford, Schrage, Zurek, Wimer & Hudson, P.C., Des Moines, for appellant.

William A. Price, Des Moines, and Lylea Dodson Critelli of Nick Critelli Associates, P.C., Des Moines, for appellee.

Considered by Oxberger, C.J., and Donielson and Hayden, JJ.

PER CURIAM

The decree dissolving the marriage of George and Anna Christopher was filed on January 9, 1989. The decree incorporated a stipulation and agreement that disposed of the parties' real and personal property, including a jointly-owned condominium in Boston, Massachusetts. The stipulation provided the parties remain as joint owners until such time as their son, Kurt, graduated from medical school, but in any event, no later than May 1, 1990. At such time, the parties agreed to convey their interest in the condo to Kurt. George was required to make the mortgage payments until Kurt graduated or until May 1, 1990, whichever occurred first.

Upon graduation from medical school, however, Kurt accepted employment outside of Boston, and he declined to assume the payment obligation on the condo. George continued to make the mortgage payments.

In October 1990 George filed an application for modification of the dissolution decree. George sought to modify the stipulation to provide each party be responsible for one-half of the costs, or profits, concerning the condo. George also sought reimbursement for a portion of the mortgage payments made since May. He also sought reduction in alimony equal to fifty percent of the mortgage payments made since May.

Following a hearing, the district court entered its ruling. The court determined that Anna was responsible for

$375 of the monthly condominium expenses retroactive to May 1, 1990, and George was responsible for the remaining $800. An adjustment in alimony was made to reimburse George for a portion of the mortgage payments made. The court then directed the parties to sell the condo as soon as practicable and that George would be entitled to two-thirds, and Anna one-third, of any profit or loss from the sale. George filed a timely rule 179(b) motion following the district court ruling. George then filed this appeal prior to any district court ruling on his motion.

In this equity action, our review is de novo. Iowa R. App. P. 4. We have a duty to examine the entire record and adjudicate anew rights on the issues properly presented. In re Marriage of Steenhoek, 305 N.W.2d 448, 452 (Iowa 1981). 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 partners in the marriage are "entitled to a just and equitable share of the property accumulated through their joint efforts." In re Marriage of Havran, 406 N.W.2d 450, 452 (Iowa App. 1987). The distribution of the property of the parties should be that which is equitable under the circumstances after consideration of the criteria codified in Iowa Code section 598.21(1). In re Marriage of Estlund, 344 N.W.2d 276, 280 (Iowa App. 1983). Based on these criteria, we find no inequity in the current property arrangements.

Anna requests attorney fees on appeal. An award of attorney fees is not a matter of right, but rests within the court's discretion and the parties' financial positions. In re Marriage of Kern, 408 N.W.2d 387, 390 (Iowa App. 1987). We are to consider the needs of the party making the request, the ability of the other party to pay, and whether the party making the request was obligated to defend the trial court's decision on appeal. In re Marriage of Castle, 312 N.W.2d 147, 150 (Iowa App. 1981).

Each party shall pay her or his own attorney fees on appeal. Costs on appeal are assessed to George.

AFFIRMED.