FILED
JAN 27 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF ANNE M. HAUGHT AND ROY F. HAUGHT

Upon the Petition of)
ANNE M HAUGHT,)
Petitioner-Appellant,)
And Concerning)
ROY F HAUGHT,)
Respondent-Appellee.)

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Filed January 27, 1988

7-614
87-804

Appeal from the Iowa District Court for Dubuque County (5465), L.D. Lybbert, Judge.

Petitioner appeals from the decree dissolving the parties' marriage. AFFIRMED

James A. Trannel of Hughes & Trannel, Dubuque, for petitioner-appellant.

Robert L. Sudmeier of Fuerste, Carew, Coyle, Juergens & Sudmeier, Dubuque, for respondent-appellee.

Considered by Oxberger, C.J., and Hayden and Sackett, JJ. Schlegel, J., takes no part.

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PER CURIAM

This is a ten-year marriage. The parties have a son, born in 1979, and a daughter, born in 1982. Respondent Roy was 48 years old and petitioner Anne was 36 years of age at time of dissolution.

Roy had brought $15,000 plus assets into the marriage, including a lot and some building materials. Anne brought an automobile, valued between $5,000 and $6,000, and a small savings account into the marriage. Anne has worked for six years as a registered nurse. Roy has been employed before and during the marriage as an art professor at Loras College. They both had retirement plans through their employment. Roy's was vested at time of trial; Anne's had not yet vested.

After the marriage Roy included Anne's name as a joint tenant to the real estate and they built a house.

Trial court set up a joint custody arrangement with Anne having physical care of the children. It directed Roy to pay $400 per month child support. Roy was awarded, subject to any debt, the parties' house, the vehicles and personal property in his possession, and the bank accounts in his name. Anne was awarded, subject to any debt, the vehicles and personal property in her possession, the bank accounts in her name, and a $6,750 property settlement. The trial court stated that in calculating the $6,750 property settlement, it had given Roy a $5,000 credit ($750 for his down payment on the acreage he brought to the marriage, $2,650 for the building materials he brought to the marriage, and $1,600 for his inheritance during the marriage). The trial court did not require Roy to pay any amount to Anne as a share of his pension benefits. The trial court determined it was not equitable to do so under the property division and economic provisions made.

Anne claims she should have been awarded a share of Roy's pension and Roy should not have been given credit for $3,400 value of property he owned at the time the parties were married.

Our review is de novo. Iowa R. App. P. 4.

The record discloses the trial court considered both parties' retirement benefits and incomes. When considered in light of all the applicable factors listed in Iowa Code section 598.21 we agree with the trial court. The circumstances of this case do not require that Anne share in Roy's retirement pension.

Petitioner's second claim is without merit. Where the accumulated property is not the product of the joint efforts of both parties or where, as here, one party brings property into the marriage, there need not necessarily be a division. In re Marriage of Lattig, 318 N.W.2d 811, 815 (Iowa App. 1982) (citations omitted). See Iowa Code § 598.21(1)(b).

In total, the trial court made a just and equitable division of the parties' assets

AFFIRMED.