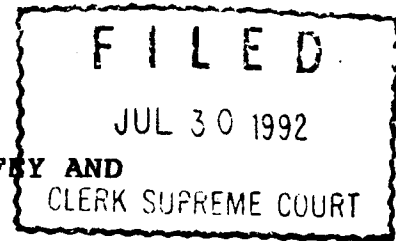


IN THE COURT OF APPEALS OF IOWA

No. 2-184 / 91-1388

IN RE THE MARRIAGE OF MERLYN JOHN GAFFEY AND
DOLLY DARLENE GAFFEY



Upon the Petition of

MERLYN JOHN GAFFEY,

Petitioner-Appellee,

And Concerning

DOLLY DARLENE GAFFEY,

Respondent-Appellant.

Appeal from the Iowa District Court for Cerro Gordo
County, John S. Mackey, Judge.

Wife appeals the decree dissolving the parties'
marriage. **AFFIRMED.**

Carlyle D. Dalen, Mason City, for appellant.

Herman P. Folkers, Mason City, for appellee.

Considered by Schlegel, P.J., and Hayden and Sackett,

JJ.

SACKETT, J.

Respondent-appellant Dolly Darlene Gaffey appeals, challenging the economic provisions of a decree dissolving her short-term marriage to petitioner-appellee Merlyn John Gaffey. We affirm.

Dolly and Merlyn were married in November of 1989. Their dissolution petition was filed in February of 1991. There were no children born to the marriage. Dolly is sixty-two and Merlyn is fifty-eight.

Dolly had been married previously. At the time of marriage, she had a 1978 car and household goods of minimal value. Dolly also claimed to have cash of \$3,000. Dolly was receiving social security disability income of \$293 monthly. She continued to receive these benefits after her marriage.

This was Merlyn's first marriage. At the time of marriage, he had \$30,000 in cash, 130 acres of farmland, farm equipment, machinery and livestock, and a 1989 pickup. Merlyn considered his net worth at the time of marriage to be \$200,000. Merlyn inherited approximately \$5,000 during the marriage.

After the marriage, the parties bought a house in Washington, Iowa, with money and assets Merlyn brought into the marriage. The Washington house was sold for several thousand dollars more than the parties paid for it.

Merlyn also sold ninety acres of farmland on contract and had a farm sale. He received nearly \$40,000 for his farm machinery and livestock. The parties then bought from Dolly's son an unoccupied house in Mason City for \$15,000. Merlyn and Dolly spent \$10,000 fixing up the house.

At the time of trial, the parties had a combined net worth of less than \$150,000. They owned the Mason City house valued at \$25,000. The Mason City house was held in their names as joint tenants. Merlyn owned forty acres of farmland held in his name and valued at \$36,000. Merlyn had a balance of \$40,000 still owing him on the contract for sale of the ninety acres. The parties had a joint savings account of \$18,000. Merlyn had a checking account of \$1,000. Merlyn and Dolly jointly owned a 1990 Dodge valued at \$13,000, a 1984 Chevrolet valued at \$4,000, and household furnishings valued at \$4,000. Dolly's son owed Merlyn and Dolly \$2,000.

The trial court awarded all the property to Merlyn except for the Chevrolet valued at \$4,000, the household furnishings valued at \$4,000, and the \$2,000 note from Dolly's son. Merlyn was ordered to pay all the parties' debts, including \$2,000 in dishonored checks occasioned by the closing of the parties' joint checking account. Merlyn was also ordered to pay state and federal income tax liability which would total about \$4,000 and was occasioned by his farm sale. He was also ordered to pay all of Dolly's attorney fees.

The trial court found Dolly had an annual income of approximately \$3,600 from social security disability and Merlyn had an annual income of about \$10,300 from rental income and contract payments. No alimony was awarded.

The net result of the trial court's order was to put Dolly in a financial position similar to the financial position she held just prior to time of marriage and to award Merlyn the remaining assets which put him in the position of having a net worth of about \$50,000 less than he did at the time of marriage.

Dolly contends the trial court's allocation of assets was not equitable. She supports her position by reciting there was a gain of several thousand dollars on the sale of the Washington house. She also contends she has a sentimental attachment to the Mason City property because it had been owned by her family. She further contends the Mason City house and the savings account and the Dodge should be divided because they were put in joint tenancy.

The trial court reasoned the division made was equitable because the parties lived together for less than a year and a half, Merlyn brought substantial assets into the marriage, and Merlyn's assets have been substantially depleted during the short-term marriage.

The question is whether the division made by the trial court is equitable. The manner in which parties in a dissolution hold title to property does not dictate how it

is divided. Where property is property that one party brings into the marriage, it does not necessarily need to be divided. See In re Marriage of Lattig, 318 N.W.2d 811, 815 (Iowa App. 1982). This is especially true if the marriage was of a short duration. Id. Property brought into a marriage if possible should remain in the possession of the party bringing it into the marriage. See In re Marriage of Wallace, 315 N.W.2d 827, 832 (Iowa App. 1981).

Our review of the record causes us to agree with the trial court's division and find the trial court's division equitable both as to property division and the refusal to award alimony. See In re Marriage of Craig, 462 N.W.2d 692, 694 (Iowa App. 1990).

Dolly also requests attorney fees on appeal. We find no valid reason to order Merlyn to pay additional attorney fees.

AFFIRMED.