FILED
AUG 23 1989
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 9-179 / 88-1336

IN RE THE MARRIAGE OF JAN E. SILHANEK AND DOUGLAS W. SILHANEK

Upon the Petition of

JAN E. SILHANEK,

Appellant,

And Concerning

DOUGLAS W. SILHANEK,

Appellee.

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Appeal from the Iowa District Court for Benton County, Van D. Zimmer, Judge.

The district court declined to modify the parties' 1987 dissolution decree to increase the wife's child support award. The wife appealed. **AFFIRMED.**

Gary L. Robinson of Klinger, McCuskey & Robinson, Cedar Rapids, for appellant.

Gregory J. Epping of Cedar Rapids for appellee.

Considered by Oxberger, C.J., and Schlegel and Habhab, JJ.

OXBERGER, C.J.

Appellant Jan Silhanek appeals from the district court's ruling denying an increase in child support. She contends there was a substantial change in circumstances since the dissolution decree. She urges that her ex-husband's income from farming and commodities trading was higher in 1987 than the dissolution court contemplated, and that her ex-husband, Douglas, has a commodities brokerage account and an individual retirement account, both assets not disclosed to her or the dissolution court. Jan prays for increased child support based on these "changed" financial circumstances of the children's father, and the increased cost to her of raising the children. She contends the district court erred by declining to award her attorneys fees, and she seeks attorneys fees on appeal. Our scope of review is de novo. We affirm.

The district court entered the dissolution decree as stipulated by the parties. The brokerage account and the I.R.A. account were not apparent on financial statements at the time of the decree. However, we do not find the addition of the balances of these two accounts to Douglas' financial picture constitutes a substantial change in the financial circumstances of the case. See In Re Marriage of Glass, 213 N.W.2d 668, 671 (Iowa 1973). Furthermore, we agree with the district court that forecasting the financial productivity of farming in a given year is inherently speculative. Both parties were aware of this when they stipulated to the child support award.

Jan argues that the district court denied her plea for increased child support because it was too soon after the final dissolution decree. We interpret the district court's statement with more emphasis on "pursuant to the parties' own Stipulation," than on "only seven and one-half months." This reading more accurately reflects what the court considers when it decides whether a modification is warranted. The key is nothing financial had substantially changed since the parties had stipulated to the settlement.

We affirm the trial court's denial of attorney fees. Each party will be responsible for his or her own attorney fees on this appeal. Costs shall be divided fifty-fifty between the parties.

AFFIRMED.