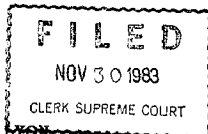


IN THE COURT OF APPEALS OF IOWA



IN RE THE MARRIAGE OF MARGARET A. LYON AND FLOYD J. LYON

Upon the Petition of)

MARGARET A. LYON,)

Petitioner-Appellee,)

Filed November 30, 1983

And Concerning)

FLOYD J. LYON,)

3-316

83-221

Respondent-Appellant.)

Appeal from Pocahontas District Court - Louie F. Beisser, Judge.

Respondent husband appeals from the economic provisions of the parties' dissolution decree. **AFFIRMED.**

Gregory H. Stoebe of Stoebe Law Firm, Humboldt, for respondent-appellant.

R. Thomas Price of Price, Goode, Breen & Breen, Fort Dodge, for petitioner-appellee.

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

PER CURIAM

The parties, Floyd J. Lyon and Margaret A. Lyon, were married in 1952. Dissolution of the marriage was ordered in 1982. The parties now are fifty-one and fifty, respectively. During the thirty-year marriage, Floyd was a farmer while Margaret helped with farm chores and raised the couple's six children. Since the parties separated, Margaret has suffered minor health problems, although she works as a cook four days per week for less than four dollars per hour, and also does odd housekeeping jobs in private homes. The couple accumulated marital assets consisting mainly of farmland, livestock and machinery. Approximately 200 acres of the almost 320 acres of farmland owned by the parties was purchased from Floyd's father at a price somewhat below its market value at the time of sale.

The trial court equally divided in kind the farm-related assets valued at \$990,864 and made each party responsible for half of the \$350,582 indebtedness. No alimony was awarded.

Floyd appeals the economic provisions of the dissolution decree, claiming that a portion of the farm property purchased from Floyd's father should have been awarded to Floyd as a gift not subject to division and that, in any event, the property division was inequitable.

Our review is de novo. Iowa R. App. P. 4. We are not bound by the trial court's findings of fact, but we give them weight, especially with regard to the credibility of witnesses. Iowa R. App. P. 14(f)(7). In reviewing each individual economic provision of a dissolution decree, we consider all the provisions together as an integrated whole. See In re Marriage of McFarland, 239 N.W.2d 175, 179 (Iowa 1976). In reviewing the property provisions of a dissolution decree, we consider the factors articulated in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), as modified in In re Marriage of Williams, 199 N.W.2d 339, 345 (Iowa 1972)

(fault for breakdown of marriage eliminated from Schantz factors), and the factors enumerated in Iowa Code section 598.21 (1983).

Floyd contests the trial court's disposition of the real property. There is no requirement in a division of assets that parity between the parties be effected. In re Marriage of Schissel, 292 N.W.2d 421, 423 (Iowa 1980); In re Marriage of Conley, 284 N.W.2d 220, 223 (Iowa 1979). Even if the trial court's goal was to divide the assets equally, there is no requirement that the division be mathematically precise. Conley at 223. The test for an acceptable allocation of assets is whether the distribution constitutes an equitable and just award under the particular circumstances in this case.

Iowa Code section 598.21(2) provides that property given to either party during the course of the marriage is the property of that party and is not subject to property division unless nondivision would be inequitable. Iowa Code § 598.21(2) (1983). Furthermore, when the gift has increased in value during the marriage, if the enhanced value is fortuitous, the gain goes to the party to whom the property was originally given. In re Marriage of Lattig, 318 N.W.2d 811, 816 (Iowa 1982).

However, there is no evidence in this case that the gift of the reduced cost for the land sold by Floyd's father was intended to be a gift to Floyd alone. Floyd and Margaret had been married fifteen years and just had their sixth child at the time the farmland was purchased. It is perfectly inferrable that any gift by Floyd's father was made to the Lyon family. We affirm the disposition of the real property.

In regard to the remaining property distribution, Floyd claims the disposition left him with only half the couple's property, but burdened him with essentially all of the couple's indebtedness. The trial court's decree directed that the parties' indebtedness be divided equally. We affirm that disposition.

AFFIRMED.