FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF ROBERT D. LUCKE AND WENDY L. LUCKE

Upon the Petition of)

ROBERT D. LUCKE,)

Petitioner-Appellee Cross-Appellant,)

And Concerning)

WENDY L. LUCKE,)

Respondent-Appellant Cross-Appellee.)

Filed April 8, 1983

2-506
3-68677

Appeal from Linn District Court - Warren J. Rees, Senior Judge.

Respondent-wife appeals and petitioner-husband cross-appeals from various provisions of their dissolution decree. AFFIRMED WITH MODIFICATION.

John L. Riccolo of Wenzell, Piersall, Riccolo, Baker & Estlund, Cedar Rapids, Iowa, for respondent-appellant.

Mitchell E. Turner, Cedar Rapids, Iowa, for petitioner-appellee.

Heard en banc.

PER CURIAM

Respondent-wife appeals and petitioner-husband cross-appeals from various provisions of their dissolution decree. The wife claims the trial court erred in granting primary custody of the parties' children to the husband. She also requests attorney fees for this appeal. The husband claims the child support award was insufficient. We affirm the decree with modification.

Robert and Wendy Lucke were married in 1969. They have two children: Bryan, born in 1970, and John, born in 1973. During most of the marriage, Wendy took care of the children while Robert worked outside the home. In 1979, however, Wendy started working full-time. The parties' marital difficulties begin in late 1980, and in April of 1981, Wendy moved out of the family home. Robert filed the present petition for dissolution of marriage in August 1981. He was granted temporary custody of the two boys. At trial, there was conflicting testimony concerning the parties' parenting abilities. At the time of trial, Robert was earning $1,450 per month; Wendy was earning $986 per month. The trial court awarded Robert custody of the parties' two children and directed Wendy to pay $120 per month child support. Other than child support, the economic provisions of the decree were stipulated to by the parties and are not contested in this appeal and cross-appeal.

I. The main area of contention in this case is custody of the children. As always in situations like this, our primary consideration is the best interests of the children. Iowa R. App. P. 14(f)(15). We are also guided by the often-repeated considerations and factors found in In re Marriage of Winter, 223 N.W.2d 165, 166-67 (Iowa 1974), which we need not reiterate here.

We note that the trial court termed its decision an award of joint custody; however, Robert was given "primary custody." To the extent it may be deemed a joint custody award, we also consider the relevant criteria found in In re Marriage of Burham, 283 N.W.2d 269, 274 (Iowa 1979). Regardless of how the decree is

characterized, we agree with the trial court that Robert should be the primary custodian of the children with Wendy having reasonable and liberal visitation. It would serve no useful purpose to detail all the testimony regarding the parties' respective parenting abilities. Suffice it to say that neither Robert nor Wendy has been a paragon of virtue; both, however, love their children very much. Our **de novo** review of the record indicates no reason to disturb the custody and visitation provisions of the decree. We therefore affirm those provisions.

II. With regard to Robert's contention relating to the alleged inadequacy of the child support award, we are guided by the provisions of Iowa Code § 598.21(4) and In re Marriage of Zoellner, 219 N.W.2d 517, 525 (Iowa 1974). We agree that the child support award is inadequate and therefore increase Wendy's obligation to $25 per week per child until each child reaches eighteen years of age, dies, or is emancipated, whichever first occurs.

III. Finally, Wendy asks for attorney fees incurred in this appeal. Such an award depends upon the parties' relative financial circumstances. Burham, 283 N.W.2d at 278. We conclude that no such award is called for in this case and therefore order that each party will pay his or her own appellate attorney fees. Costs will be divided equally between the parties.

Except for the modification of the child support award, the decree is affirmed in all other respects.

AFFIRMED WITH MODIFICATION.