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JUN 30 1981

CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF LOIS JEAN WRUCK and ROBERT VINCENT WRUCK

Upon the Petition of)

LOIS JEAN WRUCK,)

Petitioner-Appellee--Cross-Appellant,)

And Concerning)

ROBERT VINCENT WRUCK,)

Respondent-Appellant--Cross-Appellee.)

Filed June 30, 1981

1-164
2-65743

Appeal from Polk District Court - Rod Ryan, Judge.

Respondent-husband appeals and petitioner-wife cross-appeals economic provisions of their dissolution decree. **AFFIRMED AS MODIFIED.**

George E. Flagg of Flagg, Hockett, Benhart & Golden, Des Moines, Iowa, for respondent-appellant.

Charles S. Lavorato of Roehrick, Lavorato, Schuster, Sullins & Hassel, Des Moines, Iowa; and Frank Comito of Comito & Capps, Des Moines, Iowa; for petitioner-appellee.

Considered by Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

Respondent-husband appeals and petitioner-wife cross-appeals economic provisions of their dissolution decree. He argues that he should have been awarded a greater share of the marital property while she claims that the trial court should have awarded interest on the unpaid balance of her lump sum cash award. Our review is *de novo*. Iowa R. App. P. 4. We affirm the decree as modified.

Robert and Lois Wruck were married on June 12, 1966; no children were born to them. Lois filed this petition for dissolution on October 31, 1979. Hearing was held on May 14, 1980. In its findings and conclusions dated August 11, 1980, the trial court found that the parties' total assets had a net worth of \$209,833, comprised of personal property valued at \$126,833 and a homestead worth \$180,000 encumbered by a \$97,000 mortgage. The court awarded Lois property having a total value of \$91,450, or approximately 44% of the parties' net worth, composed mainly of various savings accounts, certificates of deposit and a \$30,000 lump sum cash award payable in monthly installments of \$500 bearing no interest. Robert was awarded the rest of the property having a net value of \$118,383, including the homestead. He also was ordered to pay the balance of the mortgage and the parties' other debts. This appeal and cross-appeal followed.

I. Robert argues on appeal that he should be awarded a greater share of the marital property. Specifically, he claims that since he earned approximately two-thirds of their total income, he should be awarded two-thirds of the value of the property. We reject this contention. In In re Marriage of Briggs, 225 N.W.2d 911, 913 (Iowa 1975), the court said:

Our law does not contemplate a division of property on a price-per-hour basis as though marriage is a business venture. Husband and wife need not, during happy days, keep a ledger to prove his or her economic value should the marriage later founder.

We look to more than the parties' respective earnings history in determining an appropriate division of property. Both parties pursued their full-time careers during their fourteen-year marriage and made significant contributions to the accumulation of assets and maintenance of the household. In fashioning its decree, the trial court gave due weight to the relevant pre- and post-marital criteria found in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), except fault, and concluded that the marital property should be divided in the manner indicated. We cannot say that the court's conclusion failed to achieve substantial equity between the parties.

II. On cross-appeal Lois claims that the trial court erred in failing to award any interest on the unpaid balance of her \$30,000 cash award. We agree. Failure to provide for payment of interest on the unpaid balance of the property award serves to distort an otherwise equitable division. In accordance with In re Marriage of Steenhoek, 305 N.W.2d 448, 454 (Iowa 1981), we provide that the unpaid balance of the \$30,000 cash award shall carry interest at the rate of seven percent per annum from September 16, 1980. The \$500 monthly installments shall remain the same and be applied first to accrued interest and then to the unpaid principal balance.

III. Finally, Lois seeks an award of attorney fees incurred by her on this appeal. Such an award is not made as a matter of right, but instead depends upon the relative financial circumstances of the parties. In re Marriage of Burham, 283 N.W.2d 269, 278 (Iowa 1979). We conclude each party should pay his or her own attorney fees on appeal. Costs of appeal are assessed against Robert.

AFFIRMED AS MODIFIED.