FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF DANIEL L. BRUNS AND JANICE K. BRUNS

Upon the Petition of)
DANIEL L. BRUNS,) 57
Petitioner-Appellant,)
And Concerning)
JANICE K. BRUNS,) 9-192 / 88-1626
Respondent-Appellee.)

Appeal from the Iowa District Court for Clayton County (CD 1351), L. D. Lybbert, Judge.

Husband appeals court's decision in wife's application to enforce the dissolution decree and the appraisal agreement. **AFFIRMED.**

Kevin H. Clefisch, Garnavillo, for the petitioner-appellant.

Donald H. Gloe of Miller, Pearson, Gloe, Burns, Beatty & Cowie, P.C., Decorah, for the respondent-appellee.

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

OXBERGER, C.J. 58

The marriage of Daniel Bruns and Janice Bruns was dissolved in 1982. Prior to their dissolution Daniel and Janice had lived on a farm owned by a trust established by Daniel's grandparents. The trust instrument provided that Daniel would receive the farm at the time both of his parents were deceased. At the time of the dissolution decree, ownership of the farm had not yet vested in Daniel.

The 1982 dissolution decree included a finding that the farm was then worth $292,200. The decree provided that when ownership of the farm vests in Daniel, he must pay Janice either twenty percent of $292,200 or twenty percent of the value of the farm at the time vesting occurred.

Ownership of the farm vested in Daniel in 1986. In 1987 the parties agreed in a written agreement that each would select an appraiser and that the two appraisers would attempt to arrive at an agreed value of the farm. The appraisers reached an agreed value of $142,905. The agreement further provides this agreed figure shall be used to compute the twenty percent value Janice is to be paid. However, Daniel refused to pay Janice twenty percent of that figure, or $28,581, although he did pay her $21,776.

Janice then filed the present application to enforce the dissolution decree and the 1987 appraisal agreement. She asked that Daniel be required to pay her an additional $6,800 plus interest, to bring his total payment up to

$28,581, or twenty percent of the value agreed on by the appraisers.

Daniel resisted Janice's application, arguing the appraisers had not used proper appraisal techniques and therefore had reached too high a value for the farm. He asserted he had already paid Janice twenty percent of the farm's fair and reasonable value and therefore had complied with the terms of the dissolution decree.

The district court granted Janice the relief she sought, directing Daniel to pay her an additional $6,800 plus interest.

Daniel has appealed from the district court's order. He reiterates his contention the appraisers did not use proper appraisal techniques. He argues the parties' 1987 appraisal agreement included an implied condition that the appraisers would use proper appraisal techniques, and he argues the agreement is unenforceable due to a breach of this implied condition.

The central purpose of contract interpretation is to ascertain the intent or purpose of the parties. Pathology Consultants v. Gratton, 343 N.W.2d 428 (Iowa 1984). Where the language of the contract is clear, there is no need to interpret and the plain meaning of the language prevails. Chariton Feed and Grain, Inc. v. Harder, 369 N.W.2d 777 (Iowa 1985); Riddinger v. State, 341 N.W.2d 734 (Iowa 1983).

Here the terms of the agreement are clear and unambiguous that each party would choose an appraiser. Each of the parties agreed to be bound by the value which the appraisers agreed upon. We affirm the trial court and order Daniel to pay Janice $6,800 plus ten percent interest from July 11, 1986.

Daniel also argues the district court erred by denying him an evidentiary hearing on the propriety of the techniques used in the 1987 appraisal. We fail to find an abuse of discretion by the trial court in light of the clear terms of the agreement.

AFFIRMED.