FILED
OCT 29 1991
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-322 / 90-1927

IN RE THE MARRIAGE OF MARY GRACE RICE and ALLAN GEORGE RICE

Upon the Petition of

MARY GRACE RICE,

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Appellee,

And Concerning

ALLAN GEORGE RICE,

Appellant.

Appeal from the Iowa District Court for Carroll County, Milton D. Seiser, Judge.

Allan Rice appeals the trial court's order finding him liable for back child support and refusing to quash his wage assignment. **AFFIRMED.**

Michael J. Moon of Cartwright, Druker & Ryden, Marshalltown, for appellant.

Bonnie J. Campbell, Attorney General; John Parmeter and Mark Haverkamp, Assistant Attorneys General; and Kim Kouf, Assistant County Attorney, for appellee.

Considered by Donielson, P.J., and Sackett and Habhab, JJ.

HABHAB, J.

The marriage of Mary Grace Rice and Allan George Rice ended in divorce on December 10, 1979. At the time the parties had three children born in the years 1967, 1968, and 1970. The decree incorporated a stipulation where Mary was given primary and physical care, custody, and control of the children and Allan was ordered to pay child support of $450 per month. The parties' youngest child reached age eighteen on September 19, 1988, at which time Allan's child support obligation terminated.

Allan was not current on his support obligations. On April 12, 1990, the child support recovery unit filed its order for mandatory income withholding alleging that the support delinquency Allan owed totaled $32,387.50 as of April 10, 1990. Allan filed a motion to quash that order. He asserted that he and Mary had reached an agreement to reduce child support to $150 per month and that Mary, through her actions and deeds, had acquiesced in that agreement.

At trial, Allan alleged the parties agreed in 1981 before Judge James C. Smith to reduce his total child support obligation to $150 per month. The district court observed although there was an agreement that child support should be reduced during those months when the children were with Allan, there was nothing to indicate a precise agreement to reduce child support by a specific amount. The district court concluded that Allan was entitled to a

credit for the thirty-five months when the children were with him during the eleven years in question. However, because there was no court order specifically modifying the parties' decree to reflect any precise agreement, the district court overruled Allan's motion to quash the wage assignment. Allan appeals.

Our review is de novo. Iowa R. App. P. 4.

Upon reviewing the record, it appears Allan has not paid any child support for several years. He argues promissory estoppel. However, he has failed to show any detrimental reliance whatsoever.

We find the trial court's reasoning on the matter to be succinct and instructive. We quote from the trial court's ruling:

> Section [598.21(8)(1)], the Code, in part provides:
>
> > A modification of a support order entered under chapter 252A, chapter 675, or this chapter between parties to the order is void unless the modification is approved by the court, after proper notice and opportunity to be heard is given to all parties to the order, and entered as an order of the court.
>
> Rule of Civil Procedure 227 provides that "all judgment[s] and orders must be entered on the record of the court and clearly specify the relief granted or the order made."
>
> In Lutz v. Iowa Swine Exports Corp., 300 N.W.2d 109 (Iowa 1981), the supreme court discusses the validity and effect of oral orders. The court recognized that during trial there are many oral orders or rulings, but there is a record of them. It then states: "however, we have held that unrecorded orders are invalid. An unrecorded ruling on a motion need not be considered in the absence of a record made at the time or later

entered nunc pro tunc . . . . We believe there are valid reasons for the requirement of a writing. A Court speaks through its orders and rulings. The public is entitled to know what the Court has proclaimed, and the parties and the Appellate Court are entitled to an accurate record. These policy considerations dictate that rules requiring orders be written and recorded be enforced."

A court does not have authority to retroactively modify a decree to reduce support installments that were due and payable. In re Marriage of Stutsman, 311 N.W.2d 73 (Iowa 1981). There was no application to modify that had ever been filed and had not been ruled upon. The present proceedings cannot be converted to such.

The court looks with disfavor on oral agreements between the parties to modify the support provisions of a decree. Herb v. Herb, 103 N.W.2d 361 (Iowa 1960); Brott v. Brott, 131 N.W.2d 829 (Iowa 1964).

Divorced parents may contract between themselves as to the support of their minor children if the best interest of the child is not injured thereby. Proof of the agreement with reasonable certainty is sufficient and it may be shown by conduct and circumstances. Denning v. Denning, 185 N.W.2d 238 (Iowa 1971).

A decree bears interest at the statutory rate in existence at the time of the entry of the decree in the absence of a provision to the contrary. Iowa Code § [535.3 (1977), (1979)]; In re Marriage of Steenhoek, 305 N.W.2d 448 ([Iowa] 1981).

". . . fixed awards of money for child support . . . draw interest from the date each such payment becomes due and owing." Arnold v. Arnold, 140 N.W.2d 874, 877 (Iowa 1966).

Mr. Rice has shown that the parties did agree to suspend support payments for the thirty-five months the children were with him. He failed to prove support was reduced to $150 per month in 1981. This court cannot and should not retroactively reduce the support based upon indefinite oral orders which were never placed of record.

We agree with the trial court. There is nothing in the record to indicate the court ever approved the modification Allan claims. Only the court can modify its decree. Additionally, Allan paid no child support at all from 1983 to 1989. He may not now claim promissory estoppel and detrimental reliance when in fact he never ever acted on the alleged modification agreement.

We determine the trial court's findings are supported by the evidence. We affirm the trial court in full.

AFFIRMED.