FILED
MAY 20 1977
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF MILDRED E. HUMPHREY and CARLOS C. HUMPHREY

Upon the Petition of	)	
MILDRED E. HUMPHREY,	)	
Appellee,	)	Filed May 20, 1977
And Concerning	)	
CARLOS C. HUMPHREY,	)	156 / 2-58723
Appellant.	)	

Appeal from Linn District Court - Robert Osmundson, Judge.

Appeal from property settlement, alimony and attorney fees provisions of a dissolution decree. Affirmed.

Richard D. Raymon of Cedar Rapids, for appellee.

John J. Shea and Michael H. Irvine of Shea, Jackson & Irvine of Cedar Rapids, for appellant.

Submitted to Allbee, C.J., and Donielson, Snell, Oxberger and Carter, JJ.

PER CURIAM

This is an appeal from the economic provisions of a dissolution decree. Respondent, Carlos Humphrey, complains of the provisions in said decree relating to alimony, division of property and allowance for attorney fees for counsel representing petitioner, Mildred Humphrey.

Our review is de novo. Rule 334, Rules of Civil Procedure. With respect to the economic determinations which we make in this case we apply the criteria stated in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968) excluding considerations of fault. Precedent is of little value in making such determinations and each case must be determined on its own peculiar circumstances.

Upon application of the *Schantz* principles we conclude that the amount of alimony ordered is justified based upon the demonstrated comparative earning capacities of the parties. Obviously the trial court measured respondent's earning capacity by his past performance rather than his laid-off status at the time of the trial. There is evidence to support a finding that such layoff was temporary in nature.

With respect to the amount of attorney fees allowed for services performed by Mildred's attorney in the trial court we believe that the trial court was in a position to determine a reasonable value for such services. Part of these services for which compensation was allowed were rendered during the trial before the judge who made the award. We do not presume, however, that these were the only services involved in representation of Mildred in the trial court. Trial courts have considerable discretion in fixing fees. In re Marriage of Willcoxson, 250 N.W.2d 425, 427 (Iowa 1977). The allowance of attorney fees appears reasonable and should not be disturbed.

Lastly we consider the contention that a $700 cash allowance to Mildred as part of the property settlement was inconsistent

with a prior stipulation of the parties. We have examined that portion of the record claimed to embody such stipulation and find no final agreement of the parties dispositive of the economic issues before the court. We approve the property settlement of the trial court in its entirety.

Without determining Mildred's obligation to her attorney for services on this appeal we direct that the sum of $300 be taxed against Carlos to apply upon said fees.

AFFIRMED.