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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF DALE K. SNYDER & DOROTHY M. SNYDER

Upon the Petition of)
DALE K. SNYDER,) Filed November 22, 1978
Appellant,)
And Concerning) 689
DOROTHY M. SNYDER,) 2-61457
Appellee.)

Appeal from Pottawattamie District Court - Leroy H. Johnson, Judge.

Husband appeals the economic provisions of a dissolution of marriage decree. Modified and affirmed.

Perry D. Bradshaw, of Thoma, Schoenthal, Davis, Hockenberg & Wine, Des Moines, and Dale K. Snyder, Council Bluffs, for Appellant.

Matt Walsh, Council Bluffs, for Appellee.

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

PER CURIAM

Petitioner Dale Snyder appeals the economic provision and the award of attorney fees contained in the dissolution of marriage decree. Petitioner and respondent Dorothy Snyder were married October 23, 1976, and this action was commenced by Dale on March 30, 1977, or some five months after the parties were married. At the time of the hearing Dale was age 59 and had recently terminated his employment as a construction worker. Dorothy was age 50 and had not worked outside the home since leaving her job in Florida as a nurse's aide prior to moving to Iowa to marry Dale.

Our review is de novo. In re Marriage of Willcoxson, 250 N.W.2d 425, 427 (Iowa 1977); Rule 4, Rules of Appellate Procedure. We give weight to the trial court's findings of fact but are not bound by them. Willcoxson, supra. In reviewing alimony and property settlements, we are guided by the criteria set forth in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), except that the fault concept has been eliminated by In re Marriage of Williams, 199 N.W.2d 339, 344-45 (Iowa 1972). Finally, precedents are of little value and each case must be decided upon its own factual situation. In re Marriage of Romig, 207 N.W.2d 780, 783 (Iowa 1973).

Dale's first assignment of error is that the trial court erred in awarding Dorothy the sum of $3000 in the form of a judgment against petitioner "in lieu of alimony or a property settlement." Dale's argument is that whatever term is used to describe the award of $3000, it is nevertheless not justified under the Schantz criteria where the duration of the marriage is so short, where there has been little if any change in the parties' respective financial conditions and where the parties' health has not suffered as a result of the marriage.

Upon a weighing of all of the facts and circumstances peculiar to this case and application of the Schantz criteria, we find the trial court's award of $3000 to Dorothy in lieu of a property settlement or alimony was proper and should not be disturbed. Although the marriage was of short duration, the factual situation is different from that in Behrle v. Behrle, 228 N.W.2d 25 (Iowa 1975) and In re Marriage of Downing, 210 N.W.2d 436 (Iowa 1973). Dorothy made considerable

personal and financial sacrifice when she moved her household from Florida to Iowa in anticipation of her marriage to Dale. In Florida, she jointly rented an apartment with her son and daughter-in-law; when she moved, she was still obligated for her share of the rent. Finally, Dorothy also anticipated additional expenses when she moved out of Iowa after the dissolution became final. The trial court did not err.

Dale also complains that the trial court erred in requiring him to pay $500 towards Dorothy's attorney fees. Although attorney fees are not recoverable as a matter of right and their allowance depends on the financial condition of the parties, the trial court has considerable discretion in fixing those fees. Willcoxson, supra. There is evidence of additional work that was required by counsel on both sides due to the hostilities which developed between the parties. The trial court was familiar with the value of the services rendered and the allowance appears fair and reasonable. Willcoxson, supra; Behrle, supra.

Dorothy also asks for attorney fees on this appeal. Without deciding the amount of fees to be charged by Dorothy's attorney, we determine only what portion should be paid by Dale. Dale shall pay $500 towards Dorothy's attorney fees incurred on this appeal. The decree of the trial court is affirmed.

AFFIRMED.